Government of Nepal
Ministry of Physical Infrastructure and Transport
Department of Roads
Development Cooperation Implementation Division

Nagdhunga Tunnel Construction Project

Babarmahal, Kathmandu

Clarification [Official Correspondence]

Contract Identification No/Contract No.: NTCP-O&M/33701139/2082/83-01 (Procurement of Services for the Operation and Maintenance of the

No.	Category	Company name	Question	Answer
1	Extension of bidding deadline	Elsamex Maintenance Services Bavari Construction Pvt Ltd.	we kindly request an extension of the Prebid Query Submission, Meeting and Bid Submission deadline for 30 days. This additional time will allow us to analyse the project site, geographical and environmental conditions and subsequently prepare the competitive financial bid. [other request: 15days extension]	14 days has already been extended as amendment no. 1
2	Presentation of Annual Turnover for Foreign Bidders	Danfe Construction Company	Presentation of Annual Turnover for Foreign Bidders: Clause 2.3.2 (Turnover Notes) states that amounts in currencies other than NPR shall be converted to NPR using the selling exchange rate of Nepal Rastra Bank on the last date of the respective fiscal year. However, Form FIN-2 specifies the currency as USD. Kindly clarify whether foreign bidders are permitted to present their annual turnover in USD, or if it is mandatory to present all figures in NPR.	As note of 2.3.2, bidders are requested to fulfill converted to NPR. Bidders can inform converted exchange rate together with USD.
3	Audit Report Submission Requirement	Danfe Construction Company	Audit Report Submission Requirement: Form FIN-1 requires submission of audit reports for the latest five years, while Clause 2.3.1 (Historical Financial Performance) mentions last three years. Additionally, for average annual turnover (FIN-2), the requirement is based on the best three years out of the last ten years. Please confirm whether audit reports for the entire ten-year period must be submitted if the best years fall outside the last five years, or whether submission of the latest five years and the selected best three years would be sufficient.	- 2.3.1 Historical Financial Performance: As it is last Three Years - Form FIN-1: "last Three(3)-years" is corrected in accordance with 2.3.1. - 2.3.2 Average Annual Turnover - Form FIN-2 "the best three years out of the last ten fiscal years" (Amendments will be made as necessary.)
4	Attestation of Financial Documents	Danfe Construction Company	Attestation of Financial Documents: Form FIN-1 notes that financial documents must be attested. ・Please clarify the attestation process for both local and foreign bidders. ・For foreign bidders, is attestation by a local notary public in Nepal acceptable, or is a separate procedure required?	Bidders are required to possess original copies if requested and notarization as per relevant laws.
5	Attestation of Other Bidding Documents	Danfe Construction Company	Attestation of Other Bidding Documents: Kindly confirm whether only financial documents need to be attested, or if other documents such as company registration, experience certificates, and similar documents also require attestation.	As stipulated in the Bidding Document. (e.g. 2.1.5 Other Eligibility, 2.4.2 (a) Specific Experience)
6	Site Visit	Danfe Construction Company	Site Visit Arrangement: The Bid Data Sheet mentions that a site visit will be organized by the Employer. Please provide the date and process for participation in the site visit.	Already announced in the pre-bid meeting, and implemented on 28th November.
7	Toll Collection Scope	Danfe Construction Company	Toll Collection Scope Clarification: With reference to the Toll Collection Plan mentioned in the bidding documents, we request clarification on the scope of works: ・Is the bidder responsible for constructing physical toll collection infrastructure (such as booths, barriers, signage, etc.)? ・Is the bidder also responsible for supplying, developing, or integrating the ERP system/software for toll operations? Kindly confirm the extent of the bidder's responsibilities regarding both physical and digital toll collection systems.	As stipulated in Table 6.2 and 6.8 in the technical specification. The following are answers accordingly: 1. No, the Service Provider is not responsible for constructing any physical toll collection infrastructure, such as toll booths, barriers, canopies, lanes, or general signages. All such physical facilities will be provided by the Employer. However, the Service Provider shall install toll-fee display boards indicating the toll rates for each vehicle class, as well as signboards to be placed upstream of the toll gate indicating the location of the large-sized vehicle lane. 2. No, the Service Provider is not required to supply, develop, or integrate a new ERP (ETC) or tolling system software. The ETC and manual toll collection systems—including all necessary software—will be provided by the Employer. 3. The Service Provider's responsibilities focus on: -Operating toll plazas and collecting tolls accurately -Maintaining the provided toll collection hardware and software which are listed in Table 6.1 in the Technical Specification (if AMC is under the Service Provider's scope of works) -Managing staff, reporting, cash handling, and customer service -Supporting AMC duties (maintenance and updates of provided toll systems)

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8	Assets	Lama Construction Company	Will the Employer provide any fixed assets, equipment, or facilities to the service provider? If yes, what items and in what condition	All brand new facilities will be provided for implementing services.
9	Baseline asset condition survey	Lama Construction Company	Is there a baseline asset condition survey available for bidders?	After the commencement of the service, within a month, the Service Provider identifies facilities, prepares facility inventory, and reports to the Employer.
10	Defects Liability Period	Lama Construction Company	Is there a Defects Liability Period (DLP) still active from the construction contractor, and how does it interact with the O&M contractor's responsibilities?	The Civil Works Contractor should have the obligation of a one-year DNP: Defect Notification Period. If any civil structures, facilities and equipment fails within DNP due to initial defect, the Civil Works Contractor is responsible to repair them. After the DNP, the Service Provider has to take care of maintenance (including repairs).
11	Detailed equipment condition assessment report	Lama Construction Company	Will the Employer provide a detailed equipment condition assessment report for all items in the Tunnel Facility Equipment Long List prior to contract signing?	All facilities are brand new, and had been inspected with the Civil Works Contractor and the Engineer too. All of tests records and other as-built documents will be provided to the Successful Bidder only after awarding.
12	Inventory details and maintenance history	Lama Construction Company	Will the Employer provide inventory details and maintenance history for each asset listed in the Long List?	As same answer as No.11.
13	Cleaning machines	Lama Construction Company	Who would be responsible for providing the high-pressure washing machines and sweeping vehicles?	The Employer will not provide these equipment. The Service Provider shall be responsible to implement these related works which are using high-pressure washing machines and sweeping vehicles (without procurement of these equipment, outsourcing / rental is expected) at the appropriate timing, and bidders/potential service providers shall therefore include the costs thereof in their bid prices.
14	Frequency of payment	Lama Construction Company	As per the CoC, the current provision specifies bi-monthly payments. We kindly request that this be revised to a monthly payment schedule to ensure smoother cash flow management for the service provider.	Every month payment process will cause hamble process of evaluation of the Service Provider's activities. This is the reason why to submit and evaluate financial eligibility of bidders.
15	Relaxing the experience conditions	Skylark Infra Engineering	2.4.2 (a) i) For one partner/ Single entity Existing clause) Participation as a Contractor/ Concessionaire/ Service Provider in at least one road tunnel contract, either in operation, or operation and maintenance similar to the proposed services, that has been successfully operated* for at least 36 months, within the last ten (10) years. Modification required) Participation as a Contractor/ Concessionaire/ Service Provider in at least one road tunnel contract, either in operation, or operation and maintenance similar to the proposed services, that has been successfully operated* for at least 12 months, within the last ten (10) years.	This project has a 5 year contract period, and the bidder shall have sufficient operational experience. In addition, if the bidder have only 12 months of operational experience, there is a risk that the essential knowledge and experiences for long-term tunnel operation (emergency response, facility control, facility inspection, etc.) may be lacked. Therefore, 36 months of O&M experience shall be required, as per the current clause.
16	Relaxing the experience conditions	Skylark Infra Engineering	2.4.2 (b) Experience in Key Activities Existing clause) Participation as a Contractor/ Concessionaire/ Service Provider, within the last ten (10) years, for the above or other contracts stipulated in 2.4.2 (a) above, with experience of at least one year in the following key activities: Operation of a road tunnel (with evacuation tunnel or twin tube tunnel, ventilation system, and tunnel facility monitoring system) having a main tunnel length equal to or more than 1600 meters. Modification required) Participation as a Contractor/ Concessionaire/ Service Provider, within the last ten (10) years, for the above or other contracts stipulated in 2.4.2 (a) above, with experience of at least one year in the following key activities: Operation of a road tunnel (HVAC system / Tunnel Ventilation System) having a main tunnel length equal to or more than 1600 meters.	The Nagdhunga Tunnel is a bi-directional traffic tunnel. Considering the traffic and facility monitoring in normal condition and ensuring safety in case of emergency, it is essential to constantly monitor traffic and facilities in the tunnel, and to have evacuation plans using evacuation tunnel or similar tunnel. The qualification requirements limited to HVAC systems / tunnel ventilation systems are not considered to satisfy the above requirements, hence the current requirements shall be required, as per the current clause.
17	Relaxing the experience conditions	Markolines Infra Limited	We request to kindly clarify whether operational experience of a twin-tube road tunnel system comprising two tubes of approximately 1 km each (with full operational features such as mechanical ventilation, SCADA/monitoring systems, and emergency/evacuation arrangements) may be considered as meeting the intent of the clause.	As Nepalese procurement rule, this qualification of tunnel length can not be changed. The requested experience, a twin-tube road tunnel system comprising two tubes of approximately 1 km each, can not pass the criteria, because both direction tunnel length shall be counted as single line tunnel, i.e. a twin-tube road tunnel with 1.0 km is 1.0km experience.
18	Minimum average annual turnover	Bavari Construction Pvt Ltd.	As per clause 2.3.2, In case of A JV, should the foreign partner meet a minimum of 40% requirement and the Local Partner meet a minimum of 25% of the requirement? For example: can the average turnover be met by 40% International Partner -60% Nepali Partner?	In case of JV, - combined amount must meet the requirement - each partner as solo must meet 25% of the requirement -at least one partner (whether national or international) in the JV must meet 40% of the requirements

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19	Share of local	Bavari Construction Pvt Ltd.	As per clause 2.4.2 (a), Can the Nepali Partner in JV have a greater % of shares than the International Partner?	It can be. Minimum 25%.
20	Qualification of paramedical	Bavari Construction Pvt Ltd.	What is qualification of paramedical personnel	Generally, known as paramedical personnel can be qualified (e.g. nurse/emergency medical technician). In emergencies such as tunnel fire and accident, the personnel can be a nurse/emergency medical technician/paramedic etc. who is able to provide emergency medical care.
21	2.4.2 (a) Specific Experience	Development Engineering Consultant	Whether Nepali Partner in JV could have a greater % of shares than the International Partner? If yes, what is the maximum percentage it can have?	The Nepali partner in a JV can hold more shares than the international partner. The Nepali partner can hold a minimum of 25%.
22	2.3.2 Average Annual Turnover	Development Engineering Consultant	Is the "One partner" International Partner or Nepali Partner? Whether any party could meet this "One Partner" requirement? Can the Nepali Partner contribute more than the international partner to the total turnover?	- It does not specify whether international or local. - As same answer as No.18, the requirements can be referred in case of JV. - As same answer as No.21, it does not specify whether a dominant shareholder is international or local.
23	C: Personnel Requirement 2.4.2 (c) Qualification of Key Experts/ Personnel	Development Engineering Consultant	Please kindly confirm whether the requirement on EQC will prevail over Employer's Requirement. Submission of over 150 major or minor personnel like security guard during bidding stage practically impossible. Please clarify how bidder can prove it has such personnel without submission of CV of each one? [**Request**] As most manpower are to be hired locally and trained by the professional head of the unit and its team after award, please limit this CV submission requirement to unit head and deputy head only for the bidding.	Bidders are requested to submit in accordance with 2.4.2(c) and it will be evaluated. Only Key-personnel is necessary to bid. (Amendments will be made as necessary.)
24	6.3.2 Procedure for Tests Prior to Contract Completion	Development Engineering Consultant	What Kinds of test is this clause referring to? （GCC 6.3.2)	In construction projects, the commissioning tests were conducted prior to system handover to the Employer to comprehensively verify that equipment/system functionality meets specifications. The Service Provider must perform testing based on the same procedure and return the facility to the Employer. The commissioning test procedure will be provided to the Successful Bidder only after awarding. It is not outsourcing activities. It can be done by the Service Provider's resources.
25	6.3.3 Contract Completion Certificate	Development Engineering Consultant	How will this arrangement be done? How will the SP be reimbursed for contract extension?	It will be implemented based on BOQ items to increase numbers of items as stipulated in GCC 8.1 and relevant clauses.
26	1.8 [Personnel Access Management System Operation]	Development Engineering Consultant	Is PAMS System to be istalled by the SP or will it be installed by the employer?	Tha PAMS system shall be installed by the Service Provider without any specified BOQ items.
27	1.8 [Warehouse management]	Development Engineering Consultant	Is the warehouse to be created by SP at its own expense or will the Employer provide a suitable location for storage for SP to use? If it has to be arranged by SP, how the rental or construction cost will be reimbursed?	A warehouse for supplies and traffic control materials will be provided in the O&M buildings. If the Service Provider needs additional warehouses in addition to that, the additional warehouses shall be needed to make their own arrangements.
28	Table 1.3 Required Management Service Staff	Development Engineering Consultant	Skilled manpower is difficult to retain for only about a month or 2/year or so after the 3rd year. Can the Head be positioned for 4 months continuously in the fourth year and hand over the responsibility to Deputy Head?	It is not the Employer's intention, therefore it can not be acceptable. The Employer requires time to time input after end of 3rd year as monitoring and advising local staff.
29	Table 1.6 Technical Specification of Brand New Compact SUV	Development Engineering Consultant	Should the SP include the drivers cost in the estimate?	The driver's cost of Brand New Compact SUV is included in Specification 5.2.2 and BOQ2.5 "2.5 Safety management unit", so no additional cost is required.
30	1.13.3 Nominated Subcontractors	Development Engineering Consultant	Who are nominated subcontractors? Nepal Telecom? Or the bidder may mention name of its sub contractor during bidding that it is considering to engage during O & M?	Nepal Telecom is the nominated Subcontractor. For other subcontractor, it shall follow the Bid Document, e.g. GCC3.5. and 4.1, the Technical Specification 1.13.2 and other relevant clause.
31	b3. Remedial Actions	Development Engineering Consultant	What is a Time Provisional Sum?	It is Provisional sum as stipulated in BOQ. (Amendments will be made as necessary.)
32	Rescue Team*	Development Engineering Consultant	A licensed paramedic is similar to the position of a doctor. What are the qualifications of a paramedic? What are the roles of a paramedic? Does the paramedic need to inject medicines into the patient or just use the first aid kit in the ambulance until the team reaches the hospital in case of an emergency?	The role of a paramedic is to provide first aid to injured people in emergencies and during transportation to hospitals. In the ambulance, a paramedic can use the first aid kit provided.
33	4.6 Machinery and Tools	Development Engineering Consultant	Attachment 2: Machinery and Tools (For Reference Only) is not listed in any of the BOQ Items. Is this recovered by the Provisional Sum?	All machinery and tools listed in Attachment 2 will be provided by the Employer. Therefore, these items are not covered by the Provisional Sum. On the other hand, if bidders consider that any Machinery and Tools other than those listed in Attachment-2 will be used with high frequency, bidders may propose such items. They will be covered by the Provisional Sum item E-2-2 (p) in the BOQ.
34	5.6.8 Preparation of equipment for patrol vehicle	Development Engineering Consultant	It is our understanding only Pick Up Truck is the Patrol Vehicle, others like Lift mounted Truck, Moveable Sign Board Mounted Truck does not come under patrol vehicle?	Lift mounted Truck, Moveable Sign Board Mounted Truck do not come under patrol vehicle.

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35	AMC for maintenance	Development Engineering Consultant	Please clarify the scope of work. Under which part of the provisional sum will the AMC be paid to the SP? [Request]Request to put the AMC under the RBN.	The scope of work of the AMC is specified in Chapter 6.8 and Tables 6.4, 6.6, and 6.8. Table 6.6 lists the required reports, among which the 'No.16. Equipment Failure and Repair Report' shall be prepared by the AMC. As stipulated in the Technical Specification, there is provisional sum for AMC of ETC systems. In case to be requested by the Employer, the Service Provider will have AMC. The demarcation of the responsibility is shown in the Table 6.2 in both cases that AMC is under RBN or the Service Provider.
36	6.4.4 Exemption of Toll Fee	Development Engineering Consultant	Please specify the list of vehicles rather than a general vehicle criterion. During toll collection, gathering and getting confirmation for the toll exemption of other vehicles from the employer will take time and ultimately cause a traffic Jam.	This grouping is as specified below. - Class-1: Axles:2, Tyres:4, GVW:< 3.5 tons, Seating:< 10 seats, Vehicle Length:< 5.0m - Class-2: Axles:2, Tyres:4, GVW:3.5 tons to <7.5 tons, Seating:10–22 seats, Vehicle Length:5–7 m6.8. - Class-3: Axles:2 or 3, Tyres:6-10, GVW:7.5 tons to <18 tons, Seating: ≥ 22 seats, Vehicle Length:7–12 m - Class-4: Axles:4 or more, Tyres:12 or more, GVW: ≥ 18 tons, Vehicle Length:7–12 m
37	3.3, Supervision Vehicle	Development Engineering Consultant	Can the Vehicle be an EV?	Vehicle should be as per specification.
38	4. Regular Operating Cost	Development Engineering Consultant	Can we request the cost of the each vehicle, model and milage purchased by DOR? It is required to accurately estimate the insurance, Operation, and maintenance costs of vehicles. Yearly Tax for the vehicle is not included in the BOQ	Refer to Amendment No.1, "Table 5.1.1 The Specification of the O&M Vehicles".
39	SOFTWARE, SPARE PARTS, and SERVICE FROM OEM	Development Engineering Consultant	We request confirmation on the Software Support, Spare Parts guarantee, and maintenance support for at least 5 years from the date of SP Confirmation. In need of major overhauling/update of the software, whether such cost also covered under PS?	[Warranty] The system hardware and software warranty is one year of DNP. The warranty of spare parts and any other facilities, that will be ordered by the Service Provider, depend on each individual manufacturer. [Subjected items of PS] The unexpected replacement / maintenence work is subjected in 1. Provisional Sum, SL.No.4 in BOQ. All of the activities, e.g. major overhauling/update of the software, are believed as listed in BOQ.
40	Operation Control	Development Engineering Consultant	How to Control the types of vehicle entering the Tunnel? Eg: A Container truck might carry flammable goods (like edible Oil etc.) which is covered during transportation. Does the SP need to check each vehicle entering the tunnel?	As stipulated in the Technical Specification, at the toll gate, all of vehicles shall be investigated whether the vehicle can pass tunnel or not.
41	EV fire	Development Engineering Consultant	How SP can control EV fire effectively? With the increase of EV vehicle, such vehicle meeting accident in the tunnel very high. As far as our understanding is concerned, existing system only has Fire Hydrant and ABC which might not be suitable to contain EV vehicle fire.	In the event of a large-scale fire, including an EV fire, the Service Provider can request further assist of the Stakeholders including local fire department to extinguish the fire. In the Emergency Eesponse Group together with the Employer and the Stakeholders, it will be encouraged to discuss more If additional tools/facilities are necessary or not after traffic open.
42	Extension of bidding deadline	Development Engineering Consultant	Due to the comprehensive nature of the technical requirements and the need to obtain certain critical documents and approvals from our partners and also international bid guarantee arrangement taking some time , we require additional time to prepare a fully compliant and high-quality proposal. Granting this extension will allow us to submit a bid that meets all the specifications and maintains the standards expected by your esteemed organization. [Request]We therefore kindly request that the submission deadline be extended by 15 days from the original due date on 17th December 2025 to 1st January 2026	14 days has already been extended as amendment no. 1
43	Section II - Bid Data Sheet (BDS),	China First Highway Engineering	ITB 21.1 Bidders shall have the option of submitting their bids by electronic only. Considering the potential risks of network instability and possible technical failures during the bid submission period, we kindly request the Employer to confirm whether either on-site submission of a sealed paper bid or electronic submission may be accepted as valid means of bid submission, at the bidder's discretion. Please confirm whether the Employer may allow both submission options.	As stipulated in the Bidding Documents, "*Bidders shall have the option of submitting their bids by electronic only*". It is believed that experienced bidders can take risk hedge in these cases. If the Employer side failure, it will be equal to all bidders.

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44	Technical Specifications for Service Contract of Operation and Maintenance (O&M) on Nagdhunga Tunnel	China First Highway Engineering	- Employer's undertakings 4. Provide the Spare Parts which are procured and supplied from the Civil works contract including supplies during Defect Notification Period (hereinafter referred to DNP). (Refer to Attachment 1-2) 1. What is the specific start and end dates of the Defect Notification Period (DNP) corresponding to the spare parts under the Civil Works Contract? Please clarify. 2. We need Tunnel Facility Operation & Maintenance Manual for detailed cost calculation. For this type of project, the employer should provide this document during the bidding stage so that the technical solutions and quotations can be better tailored to the actual project situation. Please clarify.	1. The DNP is one year long and the current plan for it is to start in 26th April 2026. It will be depend on the exact end of the contract date of the Civil Works Contractor or substantially handed over date from the Civil Works Contractor to the Employer (if traffic open is ealier than the exact end of the contract date). 2. The construction As-Built documents such as Operation & Maintenance Manual and Drawings will be provided to the Successful Bidder only after awarding contract. The expected number of inspections / cleaning or any activities, which needs additional resources than the Service Provider's resources, are already stipulated in the Technical Specification / BOQ (or categorized as provisional sum). It is believed that competitive amount can be quoted by the experienced bidders.
45	3. Technical Specifications for Service Contract of Operation and Maintenance (O&M) on Nagdhunga Tunnel	China First Highway Engineering	- 4.3 Measures (5) Since the first year is within the DNP for the construction contractor, the service provider may request the construction contractor through DoR to plan and implement measures for defects and deteriorations categorized as III or IV through the DoR, except in cases of deteriorations caused by unforeseeable natural disasters such as major earthquakes or traffic accident fires. 1. Please clarify the specific criteria for determining the defect intervention priorities of "Level 2 Category A, Level 3, and Level 4". 2. Please clarify the specific start and end dates of the Defect Notification Period for the current Civil Contractor.	A1. The Tunnel Maintenance Manual, which contains the detailed evaluation criteria, will be provided exclusively to the Successful Bidder. For reference, Categories III and IV refer to conditions that are judged to be highly likely to impair tunnel functionality or already impairing tunnel functionality, respectively. Without knowing these details, it is believed that the bid price will not be affected. A2. At present, the Defects Notification Period (DNP) for the current Civil Works Contractor is scheduled to last 365 days, commencing on 26th April 2026 (the day following the scheduled project completion date of 25th April 2026) and ending on 25th April 2027.
46	Requirement of Spares in Attachment 1-2 and 1-4	Maan Construction Pvt. Ltd	In Technical Specifications Attachment 1-2 and Attachment 1-4, it is not clear whether the Service Provider must supply all listed spare sets anew, or only replace/maintain using the existing spares supplied earlier. Kindly confirm whether: 1. the SP must procure and supply all spares listed in the attachments, or 2. the SP shall only use/replace from the existing spares provided by the Client in the tunnel facilities handed over during DNP. Clarification Required: Please specify the exact responsibility for supply vs. use of existing parts.	Refere to "a3-2 Spare Parts, 3.3.2 Method of Maintenance Service Practice, Page3-14 in the Technical Specification". 1. The Service Provider shall prioritize the use of the spare parts supplied by the Employer as listed in Attachment 1-2. (Provided, however, that repairs during the DNP period shall be carried out at the Civil Works Contractor's responsibility and expense, and repairs thereafter shall be carried out by the Service Provider.) 2. In addition to the the spare parts supplied by the Employer as described above, the Service Provider shall, in principle, procure the parts listed in Attachment 1-4 as Provisional Sum item as following "a 3.2 Spare Parts" procedure. However, the Service Provider shall observe the frequency of equipment failures in maintenance operations, determine the priority of units and types/quantities of parts as "c3. Evaluation, obtain the Employer's approval, and then procure them accordingly.
47	Missing Spares for "5200 - Tunnel Lighting System" in Attachment 1-2	Maan Construction Pvt. Ltd	In Technical Specifications Attachment 1-2, the spare list for item 5200 (Tunnel Lighting System) is missing. Kindly confirm whether: 1. the omission is intentional (no spares required), or 2. the spare list will be provided/updated through corrigendum.	The answer is 1. Intentionally the Attachemnt 1-2 does not include the spare parts of 5200, because the Attachemnt 1-2 is the list of provided spare parts by the Employer. However, the Service Provider shall procure the 5200 Lighting System spare parts listed in Attachment 1-4: O&M Spare Parts in accordance with "a3-2 Spare Parts, 3.3.2 Method of Maintenance Service Practice, Page3-14 in the Technical Specification" by the BOQ No.1.2 "Supply of spare parts and accessories to be provided based on actual consumption for preventive and-or remedial replacement, as per Specification Clause 3.3 (Maintenance Service) ,a3-2, b3-2 – Outsourcing for Unexpected Accident and Replacement", in 1 Povisional Sum.
48	BOQ Item 2.6 - Toll Collection Unit (Procurement vs. Manpower Table)	Maan Construction Pvt. Ltd	BOQ Item 2.6 refers to procurement specification Spec-6.2.1, Table 6.2, but the Bid Document also includes Table 6.3, which specifies manpower for toll collection service. Kindly confirm whether: 1. the SP must refer to Table 6.3 for manpower requirement for toll operations, and 2. BOQ Item 2.6 is strictly for equipment procurement only.	1. Yes. However, the indicated numbers are the minimum staffing requirements. If additional personnel are deemed necessary by the judgement of bidders, the Service Provider may increase the number of staff at its own cost. -2. Description in the BOQ about Item 2.6 shall be refereded to "Table 6.4" (not Table 6.2). BOQ item 2.6 is for Remuneration of Manpower. (Amendments will be made as necessary.)

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49	BOQ Item 5.2 - Periodic Inspection & Cleaning of Civil Engineering Structures and Buildings	Maan Construction Pvt. Ltd	BOQ Item 5.2 mentions the term of service as "1 time only." Please clarify whether this "1 time" means: 1. only once during DNP as part of the initial handover from the previous contractor, or 2. one-time inspection/cleaning during the entire O&M period. Or whether periodic activities are expected but BOQ quantity is placeholder.	The answer is neither Option 1 nor Option 2, provided by the bidder. Therefore, the response is given below. The Periodic Inspection shall, in principle, be carried out once every five years. Since the duration of the O&M Contract is five years, the number of Periodic Inspections during the O&M Contract Period should be interpreted as one time only. Accordingly, the expression "1 time only" refers to the number of Periodic Inspections to be performed during the five-year O&M Contract Period. Furthermore, it is required that the Periodic Inspection be carried out within the DNP. Furthermore, BOQ Item 5.2 SL. No. 2, 2nd or subsequent Periodic Inspection of Tunnel Structure (Main Tunnel, Evacuation Tunnel and Cross-Passage) (Spec: 4.2), may be treated as N/A because the Contract Period is five (5) years. On the other hand, Cleaning is not subject to the "1 time only" restriction. The frequency of Cleaning shall be at least once per year.
50	Extension of deadline	Trafiksol ITS Technologies Limited	Request for Extension of Bid Submission Deadline Request: We respectfully request an extension of the bid submission deadline by 3 weeks. Justification: Given the International Competitive Bidding (ICB) nature of this tender, the formation of a Joint Venture (JV) between international and local partners requires significant time. The legalization, notarization, and authentication of documents across different jurisdictions are time-consuming processes. An extension would allow us to submit a fully compliant and competitive technical proposal.	14 days has already been extended as amendment no. 1
51	Part II, Section VI, B: Specifications	Trafiksol ITS Technologies Limited	Warranty Details Query: Could you please provide a detailed schedule or list showing the warranty period for each major electrical, electromechanical, and system component currently installed? Reason: While we understand that the Civil Works Contractor has a 1-year Defects Notification Period (DNP), knowing the specific warranty expiry dates for individual equipment (e.g., Jet Fans, CCTV, Servers) is crucial for accurately estimating our maintenance manpower and spare parts budget for subsequent years	The device warranty is covered by DNP, so no warranty list has been existed. Following BOQ Provisional item 4 and Spare Parts list of Attachment 1-2 and 1-4, it is believed that the bid price will not be affected.
52	Section VI, Chapter 9: Monitoring and Evaluation (Table 9.6, KPI 2–3 – Facility Repairs)	Trafiksol ITS Technologies Limited	KPI Impact due to OEM Delays Reference: Section VI, Chapter 9: Monitoring and Evaluation (Table 9.6, KPI 2–3 – Facility Repairs) Query: The KPI requires facility repairs within 1 hour of the reported expected time. In cases where a repair requires specialized intervention, calibration, or parts from the Original Equipment Manufacturer (OEM) that take longer due to logistics or manufacturing lead times (force majeure or external delays), will the Service Provider be penalized? Request: We request clarification on whether "excusable delays" caused by OEMs will be excluded from KPI penalty calculations.	As stipulated in the said section: "*If impossible to repair in a-hour, need to report to the Employer with expected repair time (firstly verbal, written in daily report) in a-hour after facility fail*". It means the Service Provider is required to assess the cause of facility failure within a-hour anyway, even though the failure can not be repaired.
53		Trafiksol ITS Technologies Limited	Maintenance Management System (MMS) Query: The clause states that the Service Provider shall "provide their own MMS" or "prepare a MMS." Is there an existing MMS currently being run by the Construction Contractor that we are required to take over and maintain, or is the Service Provider strictly required to develop and deploy a completely new MMS from scratch?	There is no existing MMS.The facility that will be lent to the Service Provider by the Employer does not equip MMS. The Service Provider shall provide their own MMS Software and Hardware that complies with the specifications of 3.3.2 Method of Maintenance Service Practice a2. Maintenance Management Sysytrem by their own expense and receive approval from the Employer before application. This work item will not be paid separately. It is believed that an experienced bidder already own their system. MMS software does not need to be a newly developed product as long as it meets the specifications.

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54	Part III, GCC, Clause 6.3.2 (Procedure for Tests Prior to Contract Completion)	Trafiksol ITS Technologies Limited	End of Contract Testing: Query: The clause mentions “Tests prior to Final Inspection.” Could you please specify the standards, testing parameters, or certification bodies required for these final tests? Knowing the acceptance criteria for handover is essential for our lifecycle planning.	As same answer as No.24.
55	Section VI, Chapter 3: Tunnel Facilities Maintenance (Clause 3.3.2(b4) – Planned Replacement	Trafiksol ITS Technologies Limited	End of Life (EOL) List Query: Is there an existing asset register or list available that specifies the End of Life (EOL) or expected useful life for the major systems, instruments, and sensors currently installed in the tunnel? Reason: This information is critical to distinguish between routine maintenance and the “Planned Replacement” obligations mentioned in the tender.	All of activities without outsourcing shall be implemented by the resoureces of the Service Provider (All of the activities are believed as listed in BOQ). The unexpected replacement / maintenence work is subjected in 1. Provisional Sum, SL.No.4 in BOQ. Therefore, EOL does not affect the bid price estimation. As planned activities including "Planned Replacement", the Service Provider is required to take into the maintenance concept of "Table 3.3 Required Activities of Maintenance Service" and effectively carry out maintenance, including "b4-1 Planned Replacements", the resoureces of SP with utilizing a Maintenance Management System (MMS).
56	Section VI, Chapter 1: General (Clause 1.12.9, Table 1.6 – Technical Specification of Brand New Compact SUV)	Trafiksol ITS Technologies Limited	Use of Electric Vehicles (EVs) Query: The specification currently mandates a “Petrol Engine of minimum 1400 cc.” Can the Service Provider propose and use Electric Vehicles (EVs) that have equivalent or better power/torque specifications instead of petrol vehicles? This would align with global sustainability goals and reduce operational carbon footprint	As same answer as No 37
57	Section VII: Bill of Quantities (Item 3.3 vs. Item 4)	Trafiksol ITS Technologies Limited	Clarification on Vehicle Operating Costs Query: Under Point No. 3.3, “Supervision Vehicle, Item-1,” three cars are to be procured, in which maintenance and fuel are included. Will the rate for this item cover only the vehicle procurement, or must it also explicitly include all costs for fuel, repair, and maintenance?	As stipulated under Point No. 3.3, “Supervision Vehicle, Item-1,” three cars are to be procured, in which maintenance and fuel are included.
58	6.1.1 Pg. No 6-2	Elsamex Maintenance Services	*Point of sales (POS) services with associate systems are provided at one place, i.e. at east toll plaza building.* We expect that a separate contract with Acquirer bank along with onboarding of Toll plazas for H-ETC shall be done by Authority and the manpower shall be provided by the Acquirer bank along with the manpower. Kindly clarify. Also, kindly mention the name of the Acquirer bank	This project is the first implementation of an ETC system. Therefore, at this stage, an acquirer bank is not required. Only an issuer bank is needed. The POS collector will be provided by a issuer bank. The contract / agreement with the issuer banks will be handled by the Government. The issuer bank is currently under selection and is expected to be decided soon.
59	6.1.1 Pg. No 6-3	Elsamex Maintenance Services	*Accordingly, RBN (or the Service Provider if requested by the Employer) shall select and hire an Annual Maintenance Contract (AMC) team consisting of Mechanics and Technicians with sufficient experience and knowledge of the RFID-based Toll Management System (ETC System) which installed to the Site of Nagdhunga Tunnel, and shall assign them on site as members of the Toll Collection Unit. However, this framework of AMC whether the Service Provider or RBN will contract AMC is not cleared yet. If requested by the Employer, the AMC will be paid as Provisional Sum, including human resources described in the 6.2. Under the AMC, the hardware and software listed above shall be operated and maintained* We understand that the Toll Management system shall be under DLP/AMC with the system integrator. However, in case of AMC services is to be provided by the service provider, software support shall be required from the original system integrator. Kindly clarify.	During DNP, an initial defect shall be corrected by the Civil Works Contractor / the original system integrator. During / after DNP, AMC shall be applied to maintain software / hardware, whichever AMC will be handled by the Service Provider contract or RBN. The details of contents and contract about AMC shall be discussed by the Employer or RBN.
60	Table 6.3 Pg. 6-7	Elsamex Maintenance Services	*Mechanic and Technician under AMC* We understand that AMC of the TMS shall be an additional scope if requested by the employer and shall be paid from the provisional sum, not included in this scope of RFP. Kindly clarify.	- Mechanic and Technician shall be included into the AMC. - AMC cost shall be reimbursed by "BOQ 1. Provisional Sum, 8 (a) Toll collection related services, (b) Procurement of spare parts, (c)Maintenance Service including hardware and software of Toll Collection system (AMC) if required (Spec:6.7 Point of Sales (POS) Operation,6.1, 6.3, 6.4, 6.5, 6.6, 6.8, 6.8.2, All relevent Clauses)" - The scope of works shall refer to the answer No.35.

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61	Table 6.4 Roles and Responsibilities Pg. 6-8	Elsamex Maintenance Services	*Position: Supervisor's qualification bachelor's degree incivil/business Administration and Computer Science or equivalent.* Considering the Job profile of the Toll Ops Supervisor, where no technical expertise is required except the administrative role, hence required qualifications must be a Bachelor's in any discipline. Requesting an amendment, please.	The description means to require a bachelor's degree in "any field" and at least 10 years of work experience. (Amendments will be made as necessary.)
62	Table 6.4 Roles and Responsibilities Pg. 6-8	Elsamex Maintenance Services	*Position: Toll Collector minimum 5 years of experience* Considering the 1st Toll/Tunnel project in the Nepal and 25% stake of the local company, such 5 years of experience may not be suitable for the Toll Collector position, requesting an amendment for a Fresher with computer skills/knowledge. As each team member is going to be trained for their job profile by the service provider.	Not acceptable. It is minimum requirement. These staff shall be trained enough. Depending on your thought, you can mobilize sufficient staffs at your cost.
63	6.6.2 Management and Remittance of Collected Fee Pg 6-15	Elsamex Maintenance Services	*It is the Service Provider's responsibility to ensure sufficient safety and protection to carry the money to the bank.* We understand that the Cash Management Services are being directly hired/contracted by the authority under bank account services, as the same services are generally being provided by the bank where the Toll Collection revenue is being deposited. Also the cash insurance and cash fidelity insurance are taken care of by the Authority. Kindly clarify.	The Service Provider shall be fully responsible for ensuring the safety, transportation, and banking of toll cash. The Service Provider shall also arrange the required cash insurance and cash fidelity insurance at its own cost.
64	6.6.3 Reporting of Toll Collection Service Pg 6-16	Elsamex Maintenance Services	*Toll Collection Report* We understand that the Toll system is capable of generating all the reports listed in the table electronically in a correct manner with no manual preparation/intervention. Kindly clarify.	Yes, The Toll Management System shall be capable of generating all the reports listed in the table electronically and accurately. Manual preparation or intervention shall not be required, except in case of system failure or as specifically instructed by the Employer.
65	6.8 Toll Collection System Maintenance Pg 6-18	Elsamex Maintenance Services	*Toll Collection System Maintenance* We understand that AMC of the TMS, along with the spare items listed in Table 6.7 List of Work Equipment for Toll Collection Service, shall be an additional scope if requested by the employer and shall be paid from the provisional sum, not included in this scope of RFP. Kindly clarify.	The AMC of the Toll Management System, including the spare items listed in Table 6.7, is an essential and mandatory scope for proper operation and maintenance of the Toll Management System and is included in the base scope of this RFP. The contracting arrangement and payment method shall be as instructed by the Employer. (refer to No. 60 too)
66	8 Reporting 8.1 General Page 8-2	Elsamex Maintenance Services	*However, the Service Provider is not relieved from any obligation or responsibility to create and store these reports/records by himself in the Maintenance Management Software* Clarification is required from the provider of Maintenance Management Software. If the service provider is to provide the same, kindly clarify.	As same answer as No.53.
67	Table 9.2 Misconduct Matters and Penalties (Toll Collection Unit) Pg 9-2	Elsamex Maintenance Services	*Charging Excess/Deficient Toll- DOR shall have the right to impose a penalty on the Service Provider in case an abnormality of charging toll in excess or deficiency of the prescribed rate is found. [Intentional incident] The amount of penalty shall be one hundred (100) times of the amount of balance between the prescribed rate and the amount that the Service Provider unduly collected.* The amount of penalty for such cases seems to be on a very higher side, however, the shortage and access recovery with minimal penalty is recommended as the intention is to prevent such scenarios, not to penalise/revenue recovery from the service provider.	No. The purpose of imposing a penalty is to prevent intentional misconduct and ensure strict compliance with toll regulations, not to generate revenue from the Service Provider. The Employer will impose the 100-times penalty only in cases of confirmed intentional and malicious violation.
68	Table 9.2 Misconduct Matters and Penalties (Toll Collection Unit) Pg 9-2	Elsamex Maintenance Services	*[Unintentional incident] The amount of penalty shall be ten (10) times of the amount of balance between the prescribed rate and the amount that the Service Provider unduly collected. The system shall be fixed immediately if system error.* The System Integrator must be liable for such a penalty considering the system error. The service provider should not be penalised for such incidents. Kindly clarify.	In case of unintentional incidents caused by system error, the system shall be rectified immediately. If such system error occurs as initial defect during the Defect Nortification Period (DNP), the Civil Works contractor / the System Integrator shall be fully responsible for the failure and any related consequences. After the expiry of the DNP, such responsibility shall be transferred to the AMC entity responsible for system maintenance.

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69	Table 9.2 Misconduct Matters and Penalties (Toll Collection Unit) Pg 9-2	Elsamex Maintenance Services	*Failure in Issuance of Receipt: The Service Provider shall issue a receipt for toll in exchange for the cash payment regardless of whether the receipt is requested or not. Failure of issuing receipt, intentional or otherwise, shall be considered as noncompliance with the toll collection procedure.* The System Integrator must be liable for such a penalty if receipt is not generated by the toll system. The service provider should not be penalised for such incidents. Kindly clarify.	In case the receipt is not generated due to a system malfunction, the system shall be rectified immediately. If such failure occurs as initial defect during the Defect Nortification Period (DNP), the Civil Works contractor / the System Integrator shall be fully responsible for the failure and any related consequences. After the expiry of the DNP, such responsibility shall be transferred to the AMC entity responsible for system maintenance.
70	Table 9.2 Misconduct Matters and Penalties (Toll Collection Unit) Pg 9-2	Elsamex Maintenance Services	*Abnormality inToll Exemption Procedure : If any abnormality is found in the toll exemption procedure, whether toll is collected from exempted vehicle, or vehicle not entitled for exemption is exempted, the penal measures in the form of fine may be imposed on the Service Provider - The amount of penalty shall be ten (10) times of the toll unduly collected or exempted.* LOR due to Forced Exemptions and Run-through/Violation cases, which pose the safety risk to the ground staff, should not to be deducted/penalised to the service provider. Kindly clarify.	The barrier is controlled either by the toll system or by the toll collector. Accordingly, the safety risk to ground staff is minimized. The penalty system remains necessary as a deterrent, as the absence of penalties would create a high risk of such improper exemptions becoming habitual.
71	Table 9.2 Misconduct Matters and Penalties (Toll Collection Unit) Pg 9-3	Elsamex Maintenance Services	*Delay in Bank Deposit : In case of delay in remittance of the toll collection amount of the operational day in to the designated bank accountby the Employer beyond the day it shall have been done- DOR shall levy penalty for the delayed amount of at the rate of thirty percent (30%) per annum for days delayed beyond the due date.* We understand that the Cash Management Services are being directly hired/contracted by the authority under the bank account services, as the same services are generally being provided by the bank where the Toll Collection revenue is being deposited. Further, if it is in the service provider's scope than 30% of the penalty need to be removed considering the dependency of the bank and CMS services.	Not acceptable. Anyhow, the Service Provider needs to try the described activities. Of failure happens, the Service Provider needs to justify who's responsibility.
72	Table 9.4 Set KPI and Calculation Forms (Traffic, Facility Monitoring and Control Unit) KPI 1-3 Pg 9-5	Elsamex Maintenance Services	*Handling time of inquiries from road users and citizen-[SP shall respond immediately (within 30-SP shall respond to road user inquiries within 24 hours.]* Considering the 1st Toll/Tunnel project in the Nepal, there will be a huge quantum of inquiries/queries during the initial period of 1 year. Thus, requesting an amendment in the response time to 7 days as per the standard industry practices. (Written reply to the road user).	At the time of this contract, the description shall remain as stipulated. However, in actual O&M stage, the condition can be revised through discussion with the Employer.
73	Table 9.8 Set KPI and Calculation Forms (Toll Collection Unit) KPI 3-3 Pg 9-8	Elsamex Maintenance Services	*Issue appropriate receipts for cash paid vehicles - [SP shall issue proper receipts for vehicles paid for in cash]* Such criteria must not be calculated under KPI of Toll collection unit, As such deviation can only happen when the Toll system is unable to print the receipt due to technical or some other reason. Requesting a suitable amendment please.	Not acceptable. If a receipt cannot be issued due to a technical problem, the AMC shall be required to take immediate corrective action, and during the repair period, toll collection shall be handled through the adjacent lane. Since receipts serve as important evidence for verifying the accurate number of passing vehicles and related records, this requirement shall remain unchanged.
74	Section I ITB, Clause 2, Source of Funds Page 8	Elsamex Maintenance Services	*Funding by GoN and use of allocated budget.* As the Project is funded by the Government of Nepal, we understand that continuity of monthly O&M fee payments will be maintained even in situations of unrest, political instability, or lower-than-expected toll revenues. Kindly clarify whether the Employer will provide any form of sovereign guarantee to ensure timely payments under such circumstances.	Refer to IFB 01-2082/83.

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75	ITB 11.2.(g) Page 16	Elsamex Maintenance Services	*Bids submitted by a Joint Venture shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all partners and submitted with the Bid, together with a copy of the proposed agreement. The Joint Venture agreement, or letter of intent to enter into a Joint Venture, including a draft agreement, shall indicate at least the parts of the Works to be executed by the respective partners.* 1. Kindly confirm that bidding in the name of the Lead Partner is permissible, with the JV LOI of JV Agreement submitted as supporting documentation. 2. Please confirm whether a PoA issued in the country of incorporation for foreign entities is valid for bidding, without requiring a separate PoA from Nepal. 3. Kindly clarify whether notarization in Nepal is mandatory for LOI, PoA, and draft JV Agreement at both the bid submission stage and post-award stage. 4. Please confirm whether JV composition may be modified postaward or during Contract execution.	1. Not acceptable. 2. Proper POA is necessary. 3. Notarization is necessary. 4. JV composition can not be modified / changed postaward or during Contract execution.
76	Section I ITB, Section C, Clause 19, Bid Security : Submission of Bid Security Page-20	Elsamex Maintenance Services	*The Bidder shall furnish as part of its bid, in original form, a bid security as specified in the BDS. In case of esubmission of the bid, the Bidder shall upload a scanned copy of the Bid security letter at the time of electronic submission of the bid.* Please confirm whether payment of Bid Security in hybrid form (combination of cash and Bid Security instrument) is permissible.	Permissible.
77	Section I ITB, Section D, Clause 21, Submission & Marking of Bids Sub Clause 21.1 (b) v :- Bolpatra IDs page- 23	Elsamex Maintenance Services	*The bidder submitting a bid in a joint venture shall have to upload the joint venture agreement along with the partner(s) Bolpatra ID* We understand that Bolpatra IDs of JV partners may be obtained after bid submission when the bid is submitted by the lead partner with intention to form a JV or by a single entity. Kindly confirm.	The bidder submitting a bid in a joint venture shall have to upload the joint venture agreement along with the partner(s) Bolpatra ID provided during the bidder's registration.
78	ITB 21.1(b)(vii) Pages 24–25	Elsamex Maintenance Services	*e-GP requires partner confirmation via email link.* Please confirm the expected turnaround time for partner confirmation on e-GP portal and whether delegated/alternate emails are allowed in case some partner domains block automated emails.	You are requested to review the manuals available on the PPMO website. For any further assistance, please contact the e-GP Help Desk. (https://ppmo.gov.np/)
79	ITB 4.1(c) & BDS ITB 4.1(c) Pages 11 & 39–41	Elsamex Maintenance Services	*Participation as a Contractor/ Concessionaire/ Service Provider, within the last ten (10) years, for the above or other contracts stipulated in 2.4.2 (a) above, with experience of at least one year in the following key activities: Operation of a road tunnel (with evacuation tunnel or twin tube tunnel, ventilation system, and tunnel facility monitoring system) having a main tunnel length equal to or more than 1600 meters. International bidders participating in this bid shall have a JV with Nepalese partner(s), and the minimum share of Nepalese partner/s in the JV shall be not less than 25%.* Please clarify whether the 25% minimum share applies to aggregate Nepalese partners in the JV (e.g., two local partners with 15% + 10%) or to each Nepalese partner individually. Kindly confirm.	As sum of local entities (Nepalese partner/s) share shall not be less than 25%.
80	BDS 19.1 Page 41	Elsamex Maintenance Services	*The Bidder shall furnish a bid security, from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal with a minimum of NRs. 39 Million which shall be valid for 30 days beyond the validity period of the bid.* For JV bids, is a single joint Bid Security acceptable or is separate bid security required from each partner? Kindly confirm.	For a JV, a single bid security in the name of the JV is acceptable.

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81	EQC 2.2.1 Page 47	Elsamex Maintenance Services	*All pending litigation shall be treated as resolved against the Bidder, and so shall, in total, not represent more than 50% of the Bidder's net worth. Compliance Requirements for JV: All Partners Combined: not applicable; Each Partner: must meet the requirement by itself or as a partnerto past or existing JV; One Partner: not applicable.* Please confirm whether "pending litigation" refers only to cases involving DoR/Nepal Government/Employer, or if it also includes litigation with third parties or private entities.	All of the cases shall be subjected.
82	EQC 2.4.2 (a) Page-48	Elsamex Maintenance Services	*Participation as a Contractor/Concessionaire/Service Provider in at least one road tunnel contract, either in operation, or operation and maintenance similar to the proposed services, that has been successfully operated for at least 36 months, within the last ten (10) years.* Kindly clarify what constitutes "successfully operated", and who is recognized as the "Employer".	Refer to the note of the said section.
83	GCC & SCC 3.8, ITB 35.5, SCC 3.8, GCC 9.2; BOQ Ch. A; BDS 2-1 (implied) Page 36 & 93	Elsamex Maintenance Services	*Performance Security issued by any Foreign Bank outside Nepal must be counter-guaranteed by a Nepalese bank. Additional Performance Security rules apply if bid price is more than 15% below the Employer's Cost Estimate. The formula in ITB 35.5/BDS is: Performance Security = [(0.85 × Cost Estimate – Bid Price) × 0.5] + 5% of Bid Price when bid is >15% below estimate.* 1. The Employer's Cost Estimate is not disclosed in the bidding documents. Without this, bidders cannot compute Additional Performance Security or accurately price the fixed O&M fee. Kindly provide the Cost Estimate (NRs. Million). 2. There is an inconsistency between ITB 40 (Performance Security = 5%) and BDS ITB 35.5 (additional 8% for bids below 15% of Estimate). Kindly clarify the applicable formula. 3. If the Cost Estimate is not included in the BDS, kindly confirm whether it will be issued through an addendum after the Pre-Bid Meeting.	Bid documents are prepared as per PPA / PPR
84	BDS ITB 14.6; SCC 9.13(c),(f) Pages 40 & 121–122	Elsamex Maintenance Services	*The Price Adjustment amount shall be limited to a maximum of 25% of the initial Contract Price. Price adjustment indices: Adjustment applies only to manpower remuneration and is capped at 25% of initial Contract Price.* Does price adjustment apply to equipment, fuel, and other components, or is it restricted only to manpower remuneration? Kindly confirm.	As stipulated in GCC 9.13 (c).
85	Section VI – Employer's Requirements & technical Specifications 1.12.2 Page-78 & 157	Elsamex Maintenance Services	*The RFP states that the experienced international entity shall provide technology transfer to the local partner(s) through the Joint Venture until the end of the 3rd year.* The RFP mandates technology transfer from the international JV partner to the local partner(s) until the end of the 3rd year; however, the staffing distribution between the international and local JV partners is not specified. Kindly clarify the required staffing bifurcation, including minimum staffing or percentage deployment by each JV partner.	All bidders are requested to propose your plan in accordance with "E: Technology Transfer Plan, Section VI – Employer's Requirements" as c.2. Technology Transfer Plan, 3. Method Statement
86	1.16 Compliance with Laws Page 87	Elsamex Maintenance Services	*(a) the Employer shall have obtained (or shall obtain) all necessary permits, licences, approvals, or similar authorisations required for the operation and maintenance of the existing facility and any other permissions described in the Employer's Requirements as having been (or being) obtained by the Employer; and the Employer shall indemnify and hold the Service Provider harmless against and from the consequences of any failure to do so;* Requesting authority to provide clarity on the Licenses, Permits, approval & authorization and any specific requirement to be procured/ obtained by Service Provider for entire period of O&M.	It will be discussed prior to be contracted with the Successful Bidder.

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87	1.16 Compliance with Laws Page 87-88	Elsamex Maintenance Services	*b) the Service Provider shall give all notices, pay all taxes, duties and fees and obtain all further permits, licences and approvals, as required by the Laws, in relation to the operation and maintenance of the existing facility and the remedying of any defects; and the Service Provider shall indemnify and hold the Employer harmless against and from the consequences of any failure to do so; and* Requesting authority to provide clarity on the following 1. Labour laws to be complied 2. Taxes, duties and applicable fees, if any, to paid by service provider	1. Refer to the labour act and relevant laws. 2. As usual practice of the business activities in Nepal, it is believed that experienced bidders are familiar with them.
88	4.3 Service Provider's Personnel Page 96	Elsamex Maintenance Services	*Labor Laws The Service provider shall comply with all the relevant labor laws applicable to the Service Provider's Personnel, including laws relating to their employment, health, safety, welfare, immigration, and emigration, and shall allow them all their legal rights.* We seek clarity on applicable "their Legal Rights"	Refer to the relevant laws / regulations / act etc.
89	GCC, SCC 8.5 & BOQ Page 108 & 369	Elsamex Maintenance Services	*Provisional Sums and reimbursement mechanism.* In the event that the allocated Provisional Sums are exhausted, kindly clarify the process and mechanism by which the Employer will reimburse additional justified expenses incurred by the Service Provider.	Variation process will be applied.
90	GCC 9.2 Page 110	Elsamex Maintenance Services	*In the case of a Unit Rate contract: a) If the final quantity of the Service done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 2 percent of the Initial Contract Price, the Employer shall adjust the rate to allow for the change. b) If requested by the Employer, the Service Provider shall provide the Employer with a detailed cost breakdown of any rate in the Bill of Quantities.* Kindly clarify whether the rate revision becomes automatic once the 25% threshold is exceeded, or whether it is only implemented upon a formal request/initiative by the Employer.	By the Service Provider's activities, the amount will be adjusted.
91	SCC 11.1 Page 123	Elsamex Maintenance Services	*The minimum insurance amounts and deductibles shall be: (lists various covers including maximum deductible of NRs. 1 million for several items).* Please confirm whether the NRs. 1 million deductible is applicable per claim/per occurrence or on an annual basis. Also clarify whether Provisional Sums are excluded from the total value considered for insurance coverage.	Provisional sum shall be included as contract amount.
92	11.1 General Requirements, Pg 117	Elsamex Maintenance Services	*Where there is a shared liability, any loss shall be borne by each Party in proportion to its liability under Sub-Clause 6.5 [Force Majeure] or Clause 10 [Risk Allocation], provided that the non-recovery from insurers has not been caused by a breach of this Clause by the Service Provider. In the event that non-recovery from insurers is caused by such a breach by the Service Provider, the Service Provider shall bear the loss suffered.* We opine that such liabilties, must be in the scope of the authority and shared liabilities should not be imposed on account of the Service Provider, considering environmental conditions and seismic zone of the project site. Requesting suitable ammendment please.	You are requested to adjust / coordinate with the Employer before contract
93	11. Insurance, Page 117	Elsamex Maintenance Services	*11.2 Insurances to be provided by the Service Provider during the Operation Service Period* Regarding Cl: 11.2, if the insurances are to be provided by Service Provider, then need clarity on the Asset Cost to be insured along with the clarification on the below mentioned insurances: 1. Project Asset Insurance 2. Cash Insurance (Toll revenue) 3. Money Fidelity Insurance 4. Vehicle Insurance (To be renewed Annually) 5. Etc.	It is provisional sum item. Based on the provision of COC, the actual conditions will be identified.

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94	1)First Phase: Taking Over the Facilities/Mobilization, Clause 4 Pg 1-6,	Elsamex Maintenance Services	*Check the system and take action to update its software, etc., if necessary.* We understand that the updated system has already been implemented and will be under DLP/AMC of the System Integrator and any kind of update, System integrator will be responsible for the same. Requesting suitable ammendment please.	The updated system has already been implemented and shall be covered under the AMC of toll collection ETC. Accordingly, after the completion of the Defect Notification Period (DNP), all system updates, upgrades, and software modifications shall be the responsibility of the AMC. (refer to No. 39 and 101 too)
95	Maintenance of O&M equipment, Vehicles and tools Page 154,	Elsamex Maintenance Services	*5) The Service Provider shall ensure that controllers, PCs, and servers of operating equipment in the tunnel facilities and monitoring rooms are backed up by IPS or generators as a precaution against short duration (e.g., 5 minutes or less) power outages.* *6) In the event of a prolonged power failure (e.g. more than 5 minutes), the service provider shall ensure that all systems are backed up.* We understand that the system with adequate power backups has already been implemented and will be under DLP/AMC of the System Integrator, hence these requirements must be in scope of System integrator. Requesting suitable ammendment please.	Except during DNP, the Service Provider shall ensure the design values of the equipment's backup performance through maintenance operations.
96	1.12.1 Major Responsibilities of the Service Provider Page 157,	Elsamex Maintenance Services	*The Service Provider shall ensure the security of the Nagdhunga Tunnel facility system to prevent unauthorized transfer, leakage, or hacking, and shall not share anything related to the Nagdhunga Tunnel facility system or information related thereto with any third party without written authorization from DOR, information regarding or related to the Nagdhunga. Tunnel facility system with any third party unless authorized in writing by DOR.* We understand that the I.T security aspects, especially prevention of Hacking, is part of the System Integrator's Scope of work as beyond the control of the Service Provider. Requesting suitable ammendment please	The Service Provider shall protect by themselves at their own cost. The systemintegrator (the Civil Works contractor) does not take nay responsibility of I.T. security. It is believed that the I.T. security risk is on the internet service only. This protection shall be considered with the Nominated subcontractor (Nepal Telecom).
97	1.12.1 Major Responsibilities of the Service Provider Page 157,	Elsamex Maintenance Services	*The Service Provider shall ensure uninterrupted internet connection and power supply for operating all of facilities.* It is understood that the procurement of the internet connection and power supply shall be done by the authority / system integrator along with its monthly recurring charges and the service provider is to ensure the functionality only. Kindly Clarify.	The Service Provider need: - NOT to procure facilities - to operate / maintain with the Nominated subcontractor: Nepal Doorsanchar Company Ltd. (generally known / called as Nepal Telecom)
98	1.12.3 Office Set up and Management Page 158	Elsamex Maintenance Services	*The Service Provider shall establish a office / system for implementing the work as soon as possible (within 1-3 month) from date of contract agreement.* We understand that suitable location along with necessary Building Infrastructure (permanent or Temporary) with required set of furniture shall be made available by the authority. Service provider to procure the necessary office equipment and consumables during O&M period. please clarify	Refer to Section 1.12.5 in the Technical Specification.
99	1.12.5 Facilities, Equipment, Materials and Labor Page 160	Elsamex Maintenance Services	*The Service Provider shall ensure that materials, equipment, vehicles and facilities returned to DOR after completion of the contract are duly delivered in good and serviceable condition or in the condition in which they were at the start of the contract.* Need clarity on the condition of the vehicles being provided by DOR, along with their balance lifecycle	All vehicles provided by the Employer are brand-new. The replacement of vehicles provided by the Employer within five years is not expected, hence BOQ items are not listed.
100	Others	Elsamex Maintenance Services	*All systems and technological components* It is understood that all systems and technology is already implemented at the project site and Service Provider is responsible for only the maintenance and operations of the provided systems and equipment and does not need to provide or deploy any kind of systems/equipment/technologies. Please clarify	Yes, except for procurement which are listed in the BOQ.

No.	Category	Company name	Question	Answer
101	Others	Elsamex Maintenance Services	*All Licences of Software, Services etc* It is understood that all procurement and cost implications for all requisite licences for Operating Systems, Softwares, Services, Radio Frequency etc along with its renewals (for the O&M period of 5 years) are in the scope of the authority. Kindly clarify	The reimbursable items are listed in BOQ. There is no licence fee including updates by the Service Provider.
102	3.1.2 Scope of Works and Responsibilities of the Service Provider Page 183,	Elsamex Maintenance Services	*Obtain the necessary maintenance and operation, for the Internet Facility and Out-line Telephone, and coordinate with the Nepal Telecom (Nominated Subcontractor specializing in network maintenance.)* It is understood that the procurement of the internet connection, Telecom etc. shall be done by the authority / system integrator along with its monthly recurring charges and the service provider is to ensure the functionality only. Kindly Clarify.	The Service Provider need: - NOT to procure facilities - to operate / maintain with the Nominated subcontractor: Nepal Doorsanchar Company Ltd. (generally known / called as Nepal Telecom)
103	a3-3 Internet Facility Page 196,	Elsamex Maintenance Services	*The Service Provider will be provided of the external Internet* We understand that the service provider need not to procure orrenew such facilities mentioned in this clause. Kindly clarify	The Service Provider need: - NOT to procure facilities - to operate / maintain with the Nominated subcontractor: Nepal Doorsanchar Company Ltd. (generally known / called as Nepal Telecom)
104	Attachment: 1-6 As-Built O&M Manual, Page 320 Attachment: 1-7 As-Built Drawing Index, Page 321	Elsamex Maintenance Services	Attachment file names are listed, however the same is not provided. Authority is requested to kindly provide the same.	As same answer as No.44.
105	Technical Specifications 1.12.6 & BOQ item 3 page -369	Elsamex Maintenance Services	*Electricity Charges under Provisional Sums* 1. Please clarify whether all electricity consumption for O&M facilities will be measured through metering and reimbursed by the Employer. 2. Kindly confirm whether electricity-related costs include DG operation costs and fuel consumption, given daily fluctuation of fuel prices.	1. Yes. 2. Yes, it will be reimbursed.
106	BOQ item 4 & 6 under PS page- 369	Elsamex Maintenance Services	*Outsourcing of workers and heavy-duty vehicles for emergency events.* 1. Kindly confirm whether outsourcing of heavy-duty vehicles for unforeseen emergencies is covered under Item 4 or Item 6. 2. Please describe the approval and reimbursement procedure for such emergency outsourcing. 3. In case of major repairs/damage to tunnel equipment due to accidents, please clarify how such expenses will be reimbursed under the Provisional Sums.	1. Under provisional sum in BOQ item 4, unexpected remedial action which requires outsourcing will be reimbursed. 2. According to "b3-2 Outsourcing workers and Heavy duty Vehicle for Unexpected Accident and Repairment except for Jet Fans", the provisional sum process is being implemented. 3. According to COC, the process will be implemented. Not only the Provisional Sum, but also variation process shall be applied.
107	BOQ item 9 under PS page- 369	Elsamex Maintenance Services	*Other Items under Provisional sums* Kindly confirm whether all other unforeseen or contingency costs not covered under Items 1 to 8 fall within this Provisional Sum. Please clarify the reimbursement procedure for justified expenses exceeding the allocated Provisional Sum value.	The item No.9 will be utilized. According to COC, the variation process will be implemented.
108	Technical specifications 3.3.2	Maan Construction Pvt. Ltd	*Method of Maintenance Service Practice* In Technical Specifications 3.3.2 Method of Maintenance Service Practice 4, it is not clear whether the Service Provider shall supply a new software/hardware or maintain/customize existing MMS system including hardware. Kindly confirm whether: ・the SP must procure and supply all software and hardware' and payment is made from PS item no. 8 or ・the SP shall only use/customize from the existing system provided by the Client in the tunnel facilities payment is made from PS item no. 8 Please specify the exact responsibility for supply vs. use of existing MMS system (if exists).	As same answer as No.53.

No.	Category	Company name	Question	Answer
109	Extension of Time for Bid submission.	Maan Construction Pvt. Ltd	We would like to formally request an extension of time for the submission of our Bid. Due to the limited number of days allocated for Bid preparation, we are facing challenges in identifying and securing the required personnel as specified in the Bid Documents. Additionally, the qualification requirements for the Operation and Maintenance services specific to the Nagdhunga Tunnel are highly specialized and demand careful assessment and sourcing, which cannot be completed adequately within the current timeframe. In order to prepare a fully compliant and competitive proposal, we kindly request that additional time be granted for the Bid submission.	14 days has already been extended as amendment no. 1
110	2.4.2 (c) Qualification of Key Experts/Personnel PDF P50	Tunnel Tech Solutions Pvt Ltd	Only five Heads of Departments mentioned in table. To get clarity	Key Key Experts/ Personnel is only 5 personnel.
111	1.12.4 Organization Structure PDF Page 158 - 159	Tunnel Tech Solutions Pvt Ltd	Six heads of Departments shown in Fig. 1.2. To get clarity	Unit head is 6-positions.
112	3.8.1 & 3.8.3 PDF Page 120	Tunnel Tech Solutions Pvt Ltd	*The amount of the performance security be increased by eight (8) percent of the quoted bid price without VAT, but including PS.* "be increased by 8%". So What is the total performance security … is it by or to ..?	This is additional Performance Security as required by ITB 40.
113	3. Obligations of the Service Provider PDF page No 91 and Page 368	Tunnel Tech Solutions Pvt Ltd	*3.4 The Service Provider shall, at its own cost, take out and maintain insurances in accordance with the requirements specified under Clause 11 [Insurance]* As per PDF page 368 ther is a provisional sum of 1.5 Cr NPR alloted, does that mean Employer will reimbuirse this money paid by SP ..? please clarify this point.	As actual cost, it will be reimbursed.(Refer to Amendment No.1)
114	1.14.1 Payment Measures of Remuneration PDF page 170 (Probation Period and No Traffic)	Tunnel Tech Solutions Pvt Ltd	Kindly clarify this point, as the traffic stops due to other reasons, how the remuneration can be stopped or reduced.	As described in COC, Clause 7.7 Delays and Interruptions. (Refer to KPI 4-4 too)
115	General	Tunnel Tech Solutions Pvt Ltd	Can SP take the claim of OEM Warranty / DLP during the O&M period. If yes please provide the period of warranty clauses for different sub systems. This will reduce the cost of spares to consider during the O&M period.	As same answer as No. 44
116	Technical Specification for Service Contract of O&M on Nagdhunga Tunnel/page 1-14/ Table 1.3	ERMC Ltd.	*Input for Deputy Head of Office is 80 months. Where as service period is only 60 months.* Pls clarify.	*"The original Head of Office has been assigned within first 3-years after mobilization. From 4th year, the input will be limited 4 man-months within 4-5th years. <u>Original deputy head of office shall be responsible as head of office."</u>* With this condition, from start of 4th year, new deputy will be dispatched (10 months / year).
117	Technical Specification for Service Contract of O&M on Nagdhunga Tunnel/page 1-16/ Table 1.6	ERMC Ltd.	*In the Table 1.6 of the specification in S.No.1, Office Requirement it states: "Five Door Compact SUV of Right Hand Drive, suitable for driving both city and rural areas in Nepal. The total seating capacity of vehicle should be 5 persons including driver".* Pls amend Right Hand Drive to Left Hand Drive	"Right Hand Drive" means a very common vehicle in Nepal, where the steering wheel is on the right side of the vehicle.
118	Technical Specification for Service Contract of O&M on Nagdhunga Tunnel/page 2-3/ Table 2.2	ERMC Ltd.	*For Traffic Monitor and Control Operator-1 (TMO-1) one of the qualification is "Preferably similar experiences of traffic monitoring or facility monitoring".* How the word 'preferably' will be evaluated? There is only pass/ fail criteria for Service Provider selection. Please clarify.	For the positions of Traffic Monitor and Control Operator and Facility Monitor and Control Operator, no preferable experience is required. (Amendments will be made as necessary.)