

Clarification 2 **Design, Supply, Installation, Integration, Testing and Commissioning of Substation Automation System (SAS) for Existing Grid Substations in Kathmandu Valley**

S. No.	Volume/Section	Discription	Bidder's Query	Employer's reply to the Query
1	Vol-I GCC 25.0	Commissioning and Operational Acceptance	We are assuming that in this description Completion Certificate & Operational Acceptance Certificate will be furnish after individual Substation completion & comissioning respectively	Confirm as per the GCC clause
2	Vol-I GCC 27.2 & SCC27.0	The Defect Liability Period shall be 540 days from the date of Completion of the Facilities (or any part thereof) or 1 year from the date of Operational Acceptance of the Facilities (or any part thereof), whichever first occurs, unless specified otherwise in the SCC pursuant to GCC Subclause 27.10 The critical components covered under the extended defect liability are SAS System, and the period shall be 2 years.	DLP period starts immediately after commissioning of individual S/s. For SAS we are understanding that total DLP period is 2yrs.after completion of facilities	Please see SCC pursuant to GCC Subclause 27.10.
3	GENERAL	Shutdown Availability	We will get shutdown in continuity.Kindly clarify shutdown schedule	This can be finalized during instllation phase
4	GENERAL	Dismantled Equipment	Bidder request to you Please specify that we have to shift the dismantled equipment in unpacked condition to store in the same substation in which equipment dismantled	The dismantled eqpt shall be shifted to safe location within substation and handed over to the respective substation personnel.
5	GENERAL		Please specify kN rating of 132kV, 66KV & 33KV of Insulator	To be confirmed during DDE,
6	Vol-II & Vol -III SI No.C of Part B of each S/S in BPS	Earthing	Kindly clarify the purpose of earth rod for earthing of equipments We envisage that strengthening of earthing grid in all Substation is not in our scope. Our scope is limited to above ground earthing of supplied isolator	Earth rods are primarlily for earthing the new isolators, and if required for other eqpts.
7	GENERAL	Earthing	As per site visit we observed in all substation single earthing is done for all switchyard equipment.Kindly clarify the earthing system for our supplied isolator	Two point earthing is preffered
8	Vol -III SI No.C of Part B of each S/S in BPS	Lightning Protection	Kindly clarify the purpose of lightning protection in existing substn.As per site visit we observed all the substation is already shielding is done ☑	Not in scope
9	GENERAL	Communication Medium	we understand that the optical fibre cable are laid between substation to MCC & SLDC under this Bid .	There is OF link between LDC and Baneshwor where MCC is to be constructed.



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Sr.No	Volume	Chapter	Clause No	Clause Title	Existing clause	comments/clarification	NEA Response
10	Vol-I	Section 3	2.5	Subcontractors	To substantiate the above qualification, the Bidder must submit certificate (notarized) from clients (end-user certificates) for all number of projects. The bidder is required to submit the notarized translation of the copy, if the document submitted is in language other than bidding language.	Please clarify if the end-user certificate is in English Version, then it's not required to notarize the certificate	All enduser has to be notarized. The employer may ask to submit the original Enduser with supporting documents like contracts, Price schedule during contract negotiation.
11	Vol-1	Section 9	Appendix-1	Terms and procedures of payment	Five percent (5%) of the total or pro rata CIP or amount upon successful completion of AMC period in equal quarterly installment.	As the AMC is aimed for operation of CCS system. Hence we request the last 5% for CIP portion shall be released after commissioning	This clause cannot be altered
12	Vol-2	Section 10	1	Introduction	The scope of work shall include a comprehensive maintenance of all the software and hardware provided by the contractor for the SAS at various substations and various systems viz SCADA/EMS including DSA	Please clarify whether the Control Center System includes EMS and DSA applications.	Please follow the specification
13	Vol-II	1		BASIC REQUIREMENT OF MASTER CONTROL CENTER AT BANESHWOR SUBSTATION	There is 14 substations in operation in Kathmandu valley, 5 substations under construction and 3 substations are proposed	Please clarify how many substations shall be automated and integrated in MCC system, as the quantity mentioned here is not in line with the price schedule	A) All existing (14 nos.) and forthcoming (7 nos.) Substations shall be automated and integrated in MCC. Contractor should keep in mind that there should be the provision in MCC to monitor and control all existing (14 nos.) and forthcoming (7 nos.) Substations. B) Thirteen Substations as envisaged in Volume II, Section 1.1.2 are those substations which are under the scope of tendering procedure that come into the price schedule.
14	Vol-II	Annexure-III			The existing substations are provided with RTU for interfacing of the following	As gateway mentioned in the BOM of SAS system, as per our understanding, we	Existing RTU used for communication with LDC is not to be touched. The



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15	Vol-II	Chapter 2- General Technical Requirement	18.6		The Glands shall conform to BS:6121.	The manufacturing standard for glands also has equivalent standard other than BS:6121. Hence please add "or equivalent standard."	The Contractor must submit the proof of equivalence and get approval from the Employer if the equipment proposed is different than that of the standard mentioned in the bidding document.
16	Vol-II	Chapter 3- Switchgear	7	TERMINAL CONNECTOR STUD/PAD:	The isolator terminal pads/studs shall be made of high quality copper or aluminium and shall be conforming to Australian standard AS-2935 for rated current	The manufacturing standard for isolator terminal pads also has equivalent standard other than AS-2935. Hence please add "or equivalent standard".	
17	Vol-II	CHAPTER-6: CONTROL AND RELAY PANELS				There's no spec for 66kV CRP system. Please confirm we shall follow 132kV System spec	Confirm and shall be decided during DDE
18	Vol-II	Chapter 7 – General Technical Requirement, Substation Automation System	2.2	SYSTEM ARCHITECTURE	A series of standard bays panels interconnected by an open protocol	Please clarify that bay panels is not mandatory if we can accommodate IEDs in the existing panels. Especially for some bays, only one BCU will be accommodated	This shall be finalized during DDE. For existing panels, for retrofitting of the relays, the contractor may replace existing relays, both main and backup and metering system such as to achieve complete functionality
19	Vol-II	Chapter 7 – General Technical Requirement, Substation Automation System	2.2	SYSTEM ARCHITECTURE	Each IED shall have its own integrated Ethernet Switch	This clause is not clear. As per our understanding, each IED shall have ethernet port, and the SAS shall have adequate ethernet switches to complete the SAS network	To be decided during DDE



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20	Vol-II	Chapter 7 – General Technical Requirement, Substation Automation System	5	Cyber Security	The solution should be based on IEC62351, IEC62443-3-3, and NERC-CIP Vendors shall be certified for Bronze Level Practice Certification (IEC62443-2-4)."	We offered SAS system is designed in line with IEC62351, IEC62443, and NERC-CIP standard. However till now, there's no official testing standard for cyber security.and there's no international lab certified for such test, hence the requirement for certified for Bronze Level Practice Certification is not practical. As per our understanding, the bidder shall only provide the proof/necessary documents to show its design compliance with such standards.	If there is no official testing standard for cyber security and there's no international lab certified for such test, this can be considered during DDE. But, Bronze Level Practice Certification is compulsory if there is such international certified lab for such test.
21	Vol-II	Chapter 7 – General Technical Requirement, Substation Automation System	2.2.2	Communication Standard	There shall be one switch per bay so that the failure of one switch will not affect more than one bay	As this is a SAS upgration work, and upto 132kV bays are to be automated. Hence one ethernet with is not practical for the engineering. We suggest the bidder shall provide necessary ethernet switches with spare ports for the SAS.	The Contractor shall provide the suitable numbers of ethernet switch such as to achieve the complete functionality nad future expansion, complying with the specification
22	Vol-II	Chapter 7 – General Technical Requirement, Substation Automation System	4	Basic REQUIREMENT OF MASTER CONTROL CENTER AT BANESHWOR SUBSTSTION	The existing substation is equipped with the SAS system of ABB, India make. The contractor is required to provide all necessary servers, hardware, software,switches etc which are required for satisfactory completion of work and for future requirement.	As the exising SAS is available, we understand that only necessary configuration in ABB gateway will be in the bidder's scope to complete the integration with MCC system.Pleaes confirm our understanding is correct	The new gateway if required shall be provided for integration with MCC.
23	Vol-II	Chapter 10- General Technical Requirement, Substation Automation System	1.2.2.3	Cyber security System and Monitoring and compliance manager for Critical Infrastructure Protection"	The contractor shall carry out the Annual Security Audit from CERT-In Certified auditors at its own cost for the complete systems under this project and implement the recommendation given by auditor in consultation with the owner.	This is not standard requirement, and in the world there's no organization/lab is able to give any certification for cyber security system. Hence we suggest to delete this clause	The clause cannot be deleted.



Sl.no	Specification Clause	Specification Clause	Query	NEA Response
24	Volume III (Applicable for all Substation wherever Control & Relay Panel need to be supplied)	PART1 (C)1. 1.1 <u>132 kV Line</u> Control & Relay Panel along with Line Differential Relay or Numerical Distance relay complete with all accessories as per Technical Specification	Bidder request to confirm whether line distance or differential protection to be provided in present scope for 132kV and 66kV side.	The bidder are required to provide relays as per existing scheme used.
25		PART1 (C)1. 1.1 <u>132 kV Line</u> Control & Relay Panel along with Line Differential Relay or Numerical Distance relay complete with all accessories as per Technical Specification	Bidder request to confirm the availability of busbar protection requirment and confirm if provision is available for the present bays for integration.	The scope includes only the existing bay, so no new bay integration is in scope
26		PART1 (C) 2. 2.1 <u>66 kV Line</u> Control & Relay Panel along with Line Differential Relay or Numerical Distance relay complete with all accessories as per Technical Specification	Bidder request to confirm whether line distance or differential protection to be provided in present scope for 132kV and 66kV side.	See above
27		PART1 (C) 2. 2.1 <u>66 kV Line</u> Control & Relay Panel along with Line Differential Relay or Numerical Distance relay complete with all accessories as per Technical Specification	Bidder request to confirm the availability of busbar protection requirment and confirm if provision is available for the present bays for integration.	See above
28		PART1 (D) (including protection relays for main and backup protecion as and when required) and other accessories and metering and indication facilities for the substation & remote control stations alongwith associated equipments for the following bays as per Technical Specification.	Bidder request to provide existing details of 132kV and 66kV bays for which main and backup relays need to be supplied to make it SAS compatible.	Please make necessary site visit.
29		Mismatch between BPS and Single Line Diagram "Annexure 1" and Existing Site	No. of bays in BPS are not matching with the Annexure- 1. And also not maching with Existing sites. Please Amended the BPS as per actual requirement for the project.	No amended in BPS is required. Please quote the rates as per the Items in BPS. The quantity will be revised during revision of BPS after contract signing
30		Mandatory Spare as per BPS BPS is mentioned for each substation: Part C: Mandatory Spares (Breakup of Lumpsum quantity shall be Annexure - I, Section Project of Technical Specification) However Annexure - I is Single Line diagram in Section Project of Technical Specifaicaton. There is no seperate list of Madatory Spare.	Annexure - I is Single Line diagram in Section Project of Technical Specifaicaton. There is no seperate list of Madatory Spare. Please confirm that Mandatory Spare shall be supplied as per BPS (Page 25 to Page 27) only.	Please see the clarification issued on 13 June 2019. Spares parts are mentioned in the Price schedule itself.
31	Volume-II , pg. 134 of PDF of chapter-6	a) However for extension of bus bar protection scheme in existing substations, scope shall be limited to the bay or breakers covered under this specification. Suitable panels (if required) to mount these are also included in the scope of the work. b) At existing substations, Bus-bar protection scheme with independent zones for each bus, will be available. All necessary co-ordination for 'AC' and 'DC' interconnections between existing schemes (Panels) and the bays proposed under the scope of this contract shall be fully covered by the bidder. Any auxiliary relay, trip relay, flag relay and multi tap auxiliary CTs (in case of biased differential protection) required to facilitate the operation of the bays covered under this contract shall be fully covered in the scope of the bidder.	Please confirm whether busbar protection is available for 132kV and 66kV bays for all the 13stations except for 66kV at Balaju S/S. Also provide the details of the philosophy to be adopted. □	Please provide the Bus bar protection where it is necessary to replace existing bus bar protection if it is not SAS compatible
32	Volume-II , pg. 175 of PDF of chapter-7	Clause 4.2.1 Technical parameter of BCU 16. Internal Ethernet : 4 X 10/100 Base T (RJ-45) ports+2X10/100 Base Switches Fx (optical) ports for redundant Ethernet network. 17. Additional ports : 1 X RS232 and 3 X RS485 can support IEC 103 Modbus, should be s/w configurable.	Please confirm that only 2X FO port for the communication with SAS system on IEC-61850 is acceptable.	To be decided during DDE



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33	Common for all sites	Isolator type and Quantity mismatch	<p>While visiting all sites NEA representative are not able to confirm that which Isolators need to be replaced as per tender requirement. (e.g. BPS asks for replacement of Isolator without Earth Switch but which Isolators whether Bus Isolators or Trafo Isolators or Line Isolators).</p> <p>Presently majority of Isolators has been repaired or its Marshalling box had been repaired in last 2-3 years.</p> <p>Scope marked Layout drawing (Isolator/ Panel Location) for each site are required for correct estimation of auxiliary items. This will also help for necessary provision for bypass arrangement and minimum shutdown plan requirement.</p> <p>As per actual requirement of site, Price Schedule need to be amended for Isolators and Isolator type (With Earthswitch or Without earth switch).</p> <p>Please provide the above. <input type="checkbox"/></p>	Please quote your rates as per the BPS
34	Common for all sites	Existing LV cable	<p>Actual location of Isolators (which need to replace) are not known even after site visit.</p> <p>Since Substations are presently in Commercial operation, so bidder understand all Isolators are providing necessary signals to the control room.</p> <p>Accordingly all Existing Control & Power cable connected to Isolators are in healthy condition and may be used for new replaced Isolators. Please confirm.</p>	See above
35	Common for all sites	Earthing	<p>Only Earthing Risers (same size as per existing) for Equipments need to consider in the scope for replaced Isolators/ Panels.</p> <p>Please confirm.</p>	The earthing risers and earthing rods as required shall be provided by contractor
36	Common for all sites	Lattice Structure	<p>Existing Structure of Isolators may be used with necessary modification for new Isolators. Please confirm.</p>	confirm
37	Common for all sites	Civil Foundation	<p>Please confirm acceptance of modification of Existing foundations of Isolators. The same foundation is used for new replaced Isolators. <input type="checkbox"/></p>	If foundation modification is required, it is accepted but new foundation is not foreseen
38	Common for all sites	VMS system	<p>Bidder confirm the area required to monitor through VMS system. Also quantify the CCTV system for corrected estimation by each bidder. <input type="checkbox"/></p>	The layout is provided in the clarification issued on 13 June 2019.
39	Common for all sites	<p>New panels (as per BPS) or relays (Electromechanical) will be provided in line with the specification.</p> <p>Existing relays which are communicable on Modbus, IEC-103 or DNP will not be changed they will be integrated through proposed RTU for communication with SAS.</p>	<p>We understand that New Supply of CRP panel shall be in line with the Specification. However existing relays which are communicable on Modbus, IEC-103 or DNP will not be changed and they will be integrated through proposed RTU for communication with SAS.</p> <p>Please confirm your acceptance. <input type="checkbox"/></p>	Existing RTU used for communication with LDC is not to be touched. The contractor is required to connect with MCC and LDC through the new Gateway or RTU if required.
40	Common for all sites	Control & Monitoring for 11kV Switchgear	<p>Please confirm acceptance of RTU based system in 11kV Switchgear for control & monitoring purpose (i.e. Circuit Breaker and isolator) <input type="checkbox"/></p>	See above
41	Common for all sites	Control & Monitoring for 132kV and 66kV bays.	<p>Please confirm acceptance of 1 no. BCU in each Bay for control and monitoring purpose 132kV and 66kV bays.</p>	To be decided during DDE in line with the specification
42	Common for all sites	Control & Monitoring for 132kV and 66kV bays.	<p>Wherever Backup relay is Non-communicable and need to be replaced, BCPU is acceptable for that feeder. Please confirm.</p>	All main and backup relays shall be communicable and shall be SAS compatible, and shall be independent. The existing configuration employs separate protection and metering arrangement, which shall be maintained.
43	Common for all sites	The Quantity defines is BPS for the bays to be integrated in SAS system is not matching with the tender SLD and Existing Site as per the Site Survey. <input type="checkbox"/>	<p>Please confirm how many bays to be considered to be integrated in SAS system. Accordingly please provide the amended BPS.</p>	Please refer the BPS.



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44	Common for all sites	Shut Down availability.	For retrofitting works and replacement of relays/ panels shutdown is needed please confirm the Shut down availability as per planned schedule.	Shutdown shall be provided as required, keeping the duration to the minimum. The bidder may required to provided the separate protection arrangement to temporarily bypass the protection system, to minimize the shutdown
45	Common for all sites	Existing drawign of protection panel.	Please provide existing panels drawings wherever relays need to be changed.	Will be provided during DDE / installation, where available
46	Common for all sites	Metering Data facility in SAS	Existing Energy meters at each sites which are installed either in Panel / or separate panels at present at site is non communicable and may not be integarted in SAS system. Hence Please confirm your acceptance Metering data is provided through BCU or MFM only.	Confirm
47	Common for all sites	Communication link for line differential or communication to MCC / LDC	Communication link for line differential (if applicable) and communication link to MCC / LDC will be provided by NEA. Please confirm.	Confirm
48	Common for all sites	Busbar protection panel	Please confirm our understanding that in all substations there are no requirement of Busbar protection panel and need not to supply except which are mentioned in BPS.	The existing bus bar protection, if not SAS compatible needs to be replaced mad is covered by the respective items in the BPS, under Substation Automation system.
49	Common for all sites	LDC integration	Please confirm our understanding that Existing ABB RTU for all sites will still be communicating to LDC. While the new SAS system which will be installed and communicate paralely to MCC & LDC on IEC-104 protocol.	Confirm
50	Common for all sites	Substation automation system	As per Substation automation system Chapter-7 two architecture of SAS is shown on Page No. 7-7 & 7-41. Please confirm which need to be followed for all site.	The Architecture provided are for reference only. The contractor is expected to propose the architecture as per the bid document, such as to complete the works with full functionality
51	Common for all sites	IEC protocol	IEC-104 protocol is appicable for remote communication to MCC & LDC through gateway. Please confirm. <input type="checkbox"/>	Confirm



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52	Common for all sites	Cyber security	Please confirm on chapter 7 page no. 7-26 "cyber security". We understand that the cyber security will be achieved at station level only i.e Gateway & Server for all sites.	It is applicable for whole system, including substation and MCC
53	Common for all sites	Space availability for HMI and SAS system.	HMI and SAS panel will be placed in a control room where suitable space to be provided by NEA. Please confirm.	Confirm
54		During site survey it was found that 1 no. New Line Panel and 132kV Busbar protection panel was kept uncommissioned in control Room.	Please confirm our understanding that existing panels will be installed, Test and commissioned by existing contractor of other package however integration of these two panels in SAS system in present scope.	Confirm. However, if the existing relays are not SAS compatible, same shall be in scope of this project.
55		Existing Old Busbar protection panel kept in Control room	Old Busbar protection panel will be dismantled and need not to be integrated in the SAS system. Please confirm. □	The old bus bar system is in operation, it needs to be integrated with SAS.
56	Volume III	Schedule 1 and Schedule 4 (a)	Please amend the Price Schedule as Schedule 1 and Schedule 4 (a) is not matching with each other. (Additional Isolator With Earth Switch need to install while not in scope of supply)	Shall be corrected during revision of BPS after contract signing
57		2 nos. Transformer control and relay panel as per BPS. Although Old panels are existing and no space in Control Room.	As per BPS 2 nos. Transformer control and relay panel need to supply. Bidder understand that these panel will be placed on the same location where old panel is already placed. Also protection of LV side and control will be provided in this panel. Please confirm. □	Confirm
58		Existing RTCC	RTCC Panel is not in our scope of supply so any modification in existing panel is not part of present scope. Please confirm.	Any modification in the RTCC required to provide signal to the SAS system is in the scope. The bidder is required to provide any transducer or intermediate device for such works.
59		Panel Integration in the SAS system	66kV Outgoing feeder to lainchair has two panels (New & Old). Bidder understand that the new panel which has been supplied with ABB relay need to be integrated in the SAS system only. There is no work has to be done with Old panel kept in Control Room. Please confirm. □	Confirm
60		No Space in Existing Cable Trench	There is no space in existing cable trench for single run of cable. Wall Mounted Cable Trench is also capable to accommodate any single run of cable. Please confirm the cable route need to consider for estimation.	If new cable trench is required, same shall be constructed under this project. The shortest cable path, after joint verification during implementation, shall be considered
61	Section 8 SCC 7.3	<p>The Contractor agrees to supply spare parts for a period of years: 10 Years</p> <p>The Contractor shall carry sufficient inventories to ensure an ex-stock supply of consumable spares for the Plant. Other spare parts and components shall be supplied as promptly as possible, but at the most within 6 months of placing the order and opening the letter of credit. In addition, in the event of termination of the production of spare parts, advance notification will be made to the Employer of the pending termination, with sufficient time to permit the Employer to procure the needed requirement. Following such termination, the Contractor will furnish to the extent possible and at no cost to the Employer the blueprints, drawings and specifications of the spare parts, if requested. The contractor shall supply the spare parts and after sales service for above period and shall provide full service and cooperation during integration of SAS system from other manufacturer.</p>	<p>Please clarify the below two points:</p> <p>1) 6 months delivery is not possible for all equipments. We confirm prompt supply of spares within a reasonable period. Please accept.</p> <p>2) Blueprints of spare parts are intellectual property of the manufacturers. We understand that only the non-IPR related drawings/as-built drawings need to be provided under this clause for the purpose of identification of spare parts. Please confirm.</p> <p>functionally equivalent spare parts shall also be acceptable.</p>	The GCC / SCC clause cannot be altered.

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62		<p>The Contractor agrees to supply spare parts for a period of years: 10 Years</p> <p>The Contractor shall carry sufficient inventories to ensure an ex-stock supply of consumable spares for the Plant. Other spare parts and components shall be supplied as promptly as possible, but at the most within 6 months of placing the order and opening the letter of credit. In addition, in the event of termination of the production of spare parts, advance notification will be made to the Employer of the pending termination, with sufficient time to permit the Employer to procure the needed requirement. Following such termination, the Contractor will furnish to the extent possible and at no cost to the Employer the blueprints, drawings and specifications of the spare parts, if requested.</p> <p>The contractor shall supply the spare parts and after sales service for above period and shall provide full service and cooperation during integration of SAS system from other manufacturer.</p>	<p>Please modify the below clause as under -</p> <p>The Contractor agrees to supply spare parts for a period of years: 10 Years</p> <p>The Contractor shall carry sufficient inventories to ensure an ex-stock supply of consumable spares for the Plant. Other spare parts and components shall be supplied as promptly as possible, but at the most within 6 months of placing the order and opening the letter of credit. In addition, in the event of termination of the production of spare parts, advance notification will be made to the Employer of the pending termination, with sufficient time to permit the Employer to procure the needed requirement. Following such termination, the Contractor will furnish to the extent possible and at no cost to the Employer the blueprints, drawings and specifications of the spare parts, if requested. □</p>	The GCC / SCC clause cannot be altered.
63	Section 8 SCC 14	Additional Clause (Taxes & Duties)	<p><u>Please add to the end of the paragraph as below:</u></p> <p>Custom Duty shall be issued to the Authorities within 3 days of submission of request for Duty payment by Contractor. In case of delay by Employer, the Contractor shall be entitled to time & cost reimbursement. Any detention or Demurrage due to delay in issuance of Custom Duty payment should be borne by the Employer based on the documentary evidence provided by the Contractor.</p>	The GCC / SCC clause cannot be altered.
64	Section 8 SCC 14	Additional Clause (Taxes & Duties)	<p><u>Please confirm on the following:</u></p> <p>1. We understand that as per Nepal law 1.5% TDS is applicable to contractors i.e. TDS will be deducted on entire contract value if the Bidder has the VAT registration in Nepal .</p> <p>2. In case there is a favorable Double Taxation Avoidance Agreement (DTAA) between Government of Nepal and contractor's country (India) then TDS as per provisions of DTAA will be deducted i.e. TDS will be deducted only on payments made for local construction and erection work. No TDS will be deducted on payments made for supplies from outside Nepal., Whether any tax/charges would be deducted by the customer while remitting the payments for offshore supplies.</p> <p>Kindly confirm our understanding for above point 1 & 2.</p>	The TDS 1.5% or as applicable is for the bidder registered in Nepal and where the invoice is issued by local company. If payment is made to foreign company directly through Letter of Credit or any other forms, TDS 5% or as applicable will be levied on the contract price.
65	Section 7 and 8 GCC 27 and SCC 27	<p>GCC 27.2 The Defect Liability Period shall be 540 days from the date of Completion of the Facilities (or any part thereof) or one year from the date of Operational Acceptance of the Facilities (or any part thereof), whichever first occurs, unless specified otherwise in the SCC pursuant to GCC Sub-Clause 27.10.</p> <p>GCC27.10 In addition, any such component of the Facilities and during the period of time as may be specified in the SCC shall be subject to an extended Defect Liability Period. Such obligation of the Contractor shall be in addition to the Defect Liability Period specified under GCC Sub-Clause 27.2.</p> <p>SCC 27. Defect Liability 27.10 The critical components covered under the extended defect liability are SAS System, and the period shall be 2 years.</p>	<p>Request for the modification in the existing clause:</p> <p>GCC 27.2 The Defect Liability Period shall be 540 days from the date of Completion of the Facilities (or any part thereof) or one year from the date of Operational Acceptance of the Facilities (or any part thereof), whichever first occurs, unless specified otherwise in the SCC pursuant to GCC Sub-Clause 27.10.</p> <p>GCC27.10 In addition, any such component of the Facilities and during the period of time as may be specified in the SCC shall be subject to an extended Defect Liability Period. Such obligation of the Contractor shall be in addition to the Defect Liability Period specified under GCC Sub-Clause 27.2.</p>	The GCC / SCC clause cannot be altered.



Sl.no	Specification Clause	Specification Clause	Query	NEA Response
66	Section 9 Contract Agreement	<p>3.1 Effective Date (Reference GCC Clause 1) The Effective Date upon which the period until the Time for Completion of the Facilities shall be counted from is the date when all of the following conditions have been fulfilled:</p> <p>(a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor. (b) The Contractor has submitted to the Employer the performance security and the advance payment guarantee. (c) The Employer has paid the Contractor the advance payment. Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.</p>	<p>Please modify the clause as below:</p> <p>3.1 Effective Date (Reference GCC Clause 1) The Effective Date upon which the period until the Time for Completion of the Facilities shall be counted from is the date when all of the following conditions have been fulfilled:</p> <p>(a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor. (b) The Contractor has submitted to the Employer the performance security and the advance payment guarantee. (c) The Employer has paid the Contractor the advance payment for onshore and offshore portion. (d) The employer has established letter of credit for re-imbusement of payment to contractor full value of contract. (e) The Employer handed over clear sites including necessary permits.</p> <p>Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.</p>	This cannot be modified.
67	Additional clause	Land Availability	Please confirm whether land is acquired or not by the customer.	Existing sites.
68	Additional clause	Additional Clause on Interest Cost	The invoices shall be settled immediately when due for payment. If Employer is in default with respect to the agreed terms of payment, it shall be liable, to pay default interest, from the due date of payment at a rate of 13% p.a. on the amount that have not been paid by the Employer.	Cannot be accommodated.
69	Additional clause	Additional Clause on Storage Cost	If dispatch or delivery is delayed at Employer's request or due to reason attributable to Employer by more than one month after notice was given of the readiness for dispatch by Bidder/ Contractor, Employer may be charged storage costs for each month thereafter up to the amount of 0.5 % of the Subcontract price of the Works but in no event shall the aggregate storage charges exceed a total of 5% of the total Subcontract price. Thereafter, the Contract shall be deemed to be terminated at the option of Bidder/ Contractor. Bidder/ Contractor shall be free to dispose of the supply and recover damages from Employer.	Cannot be accommodated.
70	Additional clause	Funding Details required	Request you to confirm whether the complete payments involved in the project would be coming from Asian Development Bank	Confirm.
71	Section- 1 and 2 ITB and BDS	<p>ITB 39.5 If the Bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Price Schedules, to demonstrate the internal consistency of those prices with the methods and time schedule proposed. After evaluation of the price analyses, taking into consideration the terms of payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.</p>	<p>We understand that Performance bank guarantee applicable for the complete project is 10% of the contract value valid till warranty period. Please confirm.</p>	<p>Confirm. For extended defect liability period and AMC period the bidder is required to provide the PB as per bid requirement</p>

Sl.no	Specification Clause	Specification Clause	Query	NEA Response
72	Section 7 GCC30	30.1 Except in cases of criminal negligence or willful misconduct: (a) the Contractor shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer, and	Please modify the existing clause as mentioned below: Except in cases of criminal negligence or willful misconduct: (a) the Contractor shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, interruptions of operations or loss of use, loss of production, or loss of profits or interest costs, cost of capital, loss of power, and cost of purchased or replacement power, loss of information and data, and damages based on the customer's third party contracts	The GCC / SCC clause cannot be altered.
73	Section 7 GCC30	30.1 Except in cases of criminal negligence or willful misconduct, (a) the Contractor shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer, and (b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed a multiple of the Contract Price specified in the SCC or, if a multiple is not so specified, the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.	The Bidder requests that the Liability per event of occurrence shall be limited to USD 1 Mio. Total Liability of the project shall be limited to the Contract Value.	The GCC / SCC clause cannot be altered.
74	Additional clause	Foreign Exchange	Bidder requests that any changes in the cost of the project resulting from changes in the rates for major Foreign Currencies shall be borne by the Customer. Foreign exchange variations shall be provided to the Bidder against submission of documentary evidence. Further the Bidder shall provide the Foreign exchange rates as taken at the time of bidding of the project.	Cannot be accommodated.
75	GCC 7.3	In addition to the supply of Mandatory Spare Parts included in the Contract, the Contractor agrees to supply spare parts required for the operation and maintenance of the Facilities for the period specified in the SCC and the provisions, if any, specified in the SCC	<i>Bidder requests for the modification of said clause as given below:</i> In addition to the supply of Mandatory Spare Parts included in the Contract, the Contractor agrees to supply spare parts, <u>or functionally equivalent spare parts</u> , required for the operation and maintenance of the Facilities for the period specified in the PC and the provisions, if any, specified in the SCC.	The GCC / SCC clause cannot be altered.
76	GCC 14.4	For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies and charges prevailing at the date 28 days prior to the date of bid submission in the country where the Site is located (hereinafter called "Tax" in this GCC Sub-Clause 14.4). If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Contractor, Subcontractors or their employees in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction therefrom, as the case may be, in accordance with GCC Clause 36 hereof.	Bidder requests for the modification of said clause as given below: For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies and charges prevailing at the date 28 days prior to the date of bid submission in the country where the Site is located (hereinafter called "Tax" in this GCC Sub-Clause 14.4). If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Contractor, Subcontractors or their employees in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction therefrom, as the case may be, in accordance with GCC Clause 36 hereof. □	The GCC / SCC clause cannot be altered.



Sl.no	Specification Clause	Specification Clause	Query	NEA Response
77	GCC 26.2	If the Contractor fails to attain Completion of the Facilities or any part thereof within the Time for Completion or any extension thereof under GCC Clause 40, the Contractor shall pay to the Employer liquidated damages in the amount specified in the SCC as a percentage rate of the Contract Price or the relevant part thereof. The aggregate amount of such liquidated damages shall in no event exceed the amount specified as "Maximum" in the SCC as a percentage rate of the Contract Price. Once the "Maximum" is reached, the Employer may consider termination of the Contract, pursuant to GCC Sub-Clause 42.2.2. □	Bidder request for confirmation that such liquidated damages would be levied on the contractor if the Contractor fails to attain completion of facilities or any part thereof within the Time of Completion for the reasons/delay caused by Contractors fault. Contractor shall not be charged liquidated damages for the reasons that are not attributable to him	The GCC / SCC clause cannot be altered.
78	Additional clause	Contractor's responsibilities	Please confirm: 1. Contractor will provide technical support/ assistance to Employer for taking all necessary approvals, permits & licences from all local, state or national government authorities or public service undertakings or other competent authorities. Contractor shall be responsible for only those permits that has to be taken in his own name. All necessary fees for such approvals shall be paid by Employer only.	Confirm
79	Section 9 Terms of Payments	Payment terms	We understand that letter of credit shall be opened at the time of contract signing for the full value of contract. Please confirm.	Section 9 Terms of Payments cannot be altered.
80	Section 9 Terms of Payments	Payment terms	Please advise the duration in which the L/C will be established by Employer in favour of Contractor.	After submission of acceptable and complete proforma invoice
81	Section 9 Terms of Payments	Payment terms	In all payment schedules please remove 5% payment which is associated with AMC	This cannot be removed.
82	Section 9 GCC	GCC 24 Completion of Facilities	Following Completion and Deemed Completion clause to be added to the Conditions: (a) As soon as the Contractor achieves the Works Completion of the contract works, it shall issue to the Employer a notice (Notice of Works Completion) informing about the completion of the work. (b) Within 14 days following receipt of the notice of works completion, the Employer shall issue the Completion Certificate to Contractor, failure to which it shall be considered that the work has been successfully completed as on the date of the contractor's notice & Deemed Completion Certificate will be considered to have been issued. (c) Completion is also deemed to have taken place if the Works or any part thereof are put to use by the Employer. (d) If Commissioning is delayed due to reasons not attributable to Contractor, Contractor shall be allowed to demobilize the site after 2 months waiting and shall provide commissioning support as & when required. Consequently retention payment (if any) to be released against BG. The Defect Liability Period shall be deemed to have started from the date of the such Deemed Completion Certificate.	The clause cannot be altered.



Sl.no	Specification Clause	Specification Clause	Query	NEA Response
83	Section 8 SCC	<p>SCC 47 The Contractor shall comply with the measures relevant to the contractor set forth in the IEE, the EMP and the RIPP (to the extent they concern impacts on affected people during construction), and any corrective or preventative actions set forth in a Safeguards Monitoring Report.</p> <p>(b) The Contractor shall make available a budget for all such environmental and social measures.</p> <p>(c) The Contractor shall provide the Borrower with a written notice of any unanticipated environmental, resettlement or indigenous people risks or impacts that arise during construction, implementation or operation of the Project that were not considered in the IEE, the EMP and the RIPP.</p> <p>(d) The Contractor shall adequately record the condition of the roads, agricultural land, and other infrastructure prior to starting to transport materials and construction; and</p> <p>(e) The Contractor shall reinstate pathways, other local infrastructure, and agricultural land to at least their pre-project condition upon the completion of construction.</p>	<p>Referring to the SCC 47, Kindly provide us in details what permits and approvals are to be taken by Contractor.</p> <p>Also let us know in details what are these terms like IEE, SEP, ESMP, LACP, EMP mentioned in this clause and please share the related plans for contractor to comply.</p>	<p>These clauses have to be fulfilled in relevant conditions only.</p>
84	Additional clause	Additional clause	<p>We understand that Contractor shall not be responsible for ant statutory approvals, tree cutting, forest clearance, site clearances, access to site and right of way. The same shall be in scope of Employer.</p>	<p>The working area are existing substation, therefore not such requirement</p>
85	Additional clause	Maintainance Support	<p>Please let us know the duration of AMC</p>	<p>Please refer BPS</p>
86	Section- 1 and 2 ITB and BDS	<p>ITB 16.1 (b) The period following completion of plant and services in accordance with provisions of the contract shall be 5 Years □</p>	<p>Bidder request you to remove this clause from the tender document</p>	<p>This cannot be removed</p>
87	Additional clause	Bid validity	<p>If the award is delayed by a period exceeding forty-five (45) days beyond the expiry of the initial Bid validity, the Contract Price shall be determined as follows:</p> <p>The Contract Price shall be adjusted by a factor reflecting local inflation during the period of extension and the foreign currency portion of the fixed portion of the Contract Price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.</p>	<p>The bid validity shall remain same, during bid validity period or extension thereof. This is firm price contract. No escalation is allowed.</p>