

Nepal Electricity Authority
Transmission Directorate
Tumlingtar-Sitalpati 220 kV Transmission Line Project

Procurement of Plant Design, Supply, Installation, Testing and Commissioning of Tumlingtar-Sitalpati 220kV Transmission Line and 220kV(GIS)/132/33/11kV AIS Substation at Sitalpati, Sankhuwasabha

Bid/Contract Identification No: TSTLP/NEA/78/79-1

Clarification 2				
S.N.	Volume/Section	Clause	Clause Description	NEA clarifications
1	Volume 2 - Technical Specification	Chapter 4 – Special Towers		Reliability level for Special Towers is to be considered RL-3 as per CBIP manual no. 290. RL-3 to be considered for the structures, which are not possible to test. Please confirm whether testing of Special towers (used for major river crossing, Deep valley crossing & other long spans) is required or not. Moreover, testing of Special tower might not be possible due to higher height, width and loadings. Please refer technical specification and bid Price schedule. The actual requirement of testing of special tower shall be decided during detail design engineering. If testing is not required the rate shall be reduced in pro-rata basis.
2	Volume 3 - Price Schedule	Detailed Design & Testing		We presume that for Dwarf tower, Special tower & Multi circuit tower, design of tower & foundation is required at execution stage. Payment of tower weight & volume will be done on unit rate basis as per actual weight and volume at execution stage. Please confirm. Confirm.
3	Volume 3 - Price Schedule	Detailed Design & Testing		As per Clause 3, Item 3.2, Unit Price for Dwarf tower & Multi circuit tower is to be quoted under same clause. Please confirm whether separate item is required for Dwarf tower & Multi circuit tower, under Clause 3.0. Dwarf tower is required for aviation route crossing near Tumlingtar whereas Multicircuit tower is required for Deadend at Sitalpati Substation.
4	Volume 3 - Price Schedule	Detailed Design & Testing		As per Clause 3, Item 3.2, Multi Circuit tower to be designed will be of narrow base type, as per suitable site conditions. Testing of this tower might not be possible due to much higher loadings corresponding to narrow width of tower. In addition to that technical details required to design the multi circuit tower is not given in specification. Please provide the same. adhere to the technical specification and price schedule, testing of multicircuit tower is required. The design parameters shall be as per relevant latest IEC/IS standard and shall be discussed during detail design engineering.
5	Vol- 2A (TL) and Price Schedule 1A & 2A	Section-1 (PSR), Cl. 3.1.2 (r) & Section IV-A, CHAPTER - 3, Cl. 3.26.6.2 and S.N. 1.1 & S.N. 2.1		As per Cl. 3.1.2 (r): "erection of towers, tightening, punching & tack welding of bolts and nuts including supply and application of anti-theft bolts.....line accessories" and also As per Cl. 3.26.6.2:" Anti-theft bolts shall be used for the lower 3 meter of the tower " From the above two clauses, we understand that, we have to supply the anti theft bolts along with tower & tower parts and the weight of anti theft bolts were included in S.N. 1.1 & 2.1 of Price Schedule 1A & 2A respectively. Kindly confirm. Please refer sr. no 1.17.6 of clause 17.6: FASTENERS: BOLTS, NUTS AND WASHERS INCLUDING ANTI-THEFT BOLTS & NUTS of Chapter-1, Section IV, Volume II-A instead of Cl. 3.26.6.2. confirm.
6	Price Schedule 1A & 2A	S.N. 1.1 & S.N. 2.1		From S.N. 1.1, we understand that, the provided weight for towers & Tower parts also includes the weight of all types of tower (i.e. Truncated, Multi-Circuit, DA, DB, DC, DD, Special tower). Kindly Confirm. Confirm.

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7	Price Schedule 1A & 2A	S.N. 1.1 & S.N. 2.1		As per S.N. 1.1 & 2.1, we need to supply spare towers (basic Body only), although the quantity of it is not specified in the Price schedule. From the above, we understand that, the quantity of spare towers were included in this. Kindly confirm.	The type (upto basic body/body extension/leg extension) and quantity of spare tower shall be decided based on the tower weight balanced after execution. It shall be decided during detail design engineering.																																													
8	Price Schedule 3A	S.N. 3.2 & 3.3		Kindly arrange to provide details for maximum body extension for both Truncated towers, Multi Circuit Towers & Special Towers.	The Body extension of tower is required to meet the ground clearance which shall be decided during detail design engineering. Total Height of Truncated (dwarf) tower shall not exceed 30 m.																																													
9	Price Schedule 4A	S.N. 4.5.1 (a): Tower Type DA (t)		According to our understanding, the DA type of tower is a suspension tower, and the (t) next to it is merely an error. Kindly confirm and arrange to provide correction.	(t) is nomenclatured for Twin bundle conductor.																																													
10	Price Schedule 4A	S.N. 4.5.3		As per S.N. 4.5.3, 2 nos. of Pile Foundation upto 30 meter depth is required, but it is not clearly mention that, which type of tower would require pile foundation. Requesting you to please provide the type of tower for which a pile foundation is needed.	The type of foundation requirement is based on the soil characteristics. So, the requirement of pile foundation shall be decided during detail design engineering after geotechnical investigation.																																													
11	<GIS Spec> Technical Specification	4.35 Each enclosure has to be tested as a routine test at 1.5 times the design pressure for one minute.		Refer to IEC 62271-203. The casting enclosure shall meet the pressure of 1.5 times design pressure, and the welding one shall meet the pressure of 1.3 times design pressure. - Pls confirm	refer sr.no. 49 of Clarification No. 1.																																													
12	Chapter 5– Technical Specification of Transformer, PAGE-136	<table border="1"> <tr> <td colspan="3">HV - LV</td> </tr> <tr> <td>Max. Voltage tap</td> <td>%</td> <td>10.3% (+/-7.5% tol) tap 5</td> </tr> <tr> <td>Principal tap</td> <td>%</td> <td>12.50% (+/-15% tol) tap 1</td> </tr> <tr> <td>Min. Voltage tap</td> <td>%</td> <td>15.40% (+/-15% tol) tap 17</td> </tr> </table>	HV - LV			Max. Voltage tap	%	10.3% (+/-7.5% tol) tap 5	Principal tap	%	12.50% (+/-15% tol) tap 1	Min. Voltage tap	%	15.40% (+/-15% tol) tap 17		As per specification it is not possible to achieve impedance. However the proposed impedance are given below Max voltap = 10.3% (+/-15% tol) tap1 Principal tap = 12.5% (+/-7.5% tol) tap5 Min. Voltage tap = 15.4% (+/-15% tol) tap17. Please confirm	this is the typographical error. Please read as: Max. voltage tap = 10.3% (+/-15% tol) tap1 Principal tap = 12.5% (+/-7.5% tol) tap5 Min. Voltage tap = 15.4% (+/-15% tol) tap17																																	
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13	Impulse withstand voltage Chapter 2 – General Technical Requirement & Chapter 5– Technical Specification of Transformer, PAGE-136	<table border="1"> <tr> <th colspan="3">General Technical Requirement</th> </tr> <tr> <td colspan="3">Lightning Impulse withstand Voltage</td> </tr> <tr> <td>HV</td> <td>kV_p</td> <td>550</td> </tr> <tr> <td>LV</td> <td>kV_p</td> <td>170</td> </tr> <tr> <td>Neutral</td> <td>kV_p</td> <td>95</td> </tr> <tr> <td colspan="3">Switching Impulse withstand Voltage</td> </tr> <tr> <td>HV</td> <td>kV_p</td> <td>460</td> </tr> <tr> <td colspan="3">One Minute Power Frequency withstand Voltage</td> </tr> <tr> <td>HV</td> <td>kV_{rms}</td> <td>230</td> </tr> <tr> <td>LV</td> <td>kV_{rms}</td> <td>70</td> </tr> <tr> <td>Neutral</td> <td>kV_{rms}</td> <td>38</td> </tr> <tr> <td colspan="3">Full wave impulse withstand voltage (1.2/50 micro sec.)</td> </tr> <tr> <td></td> <td>650 kVp</td> <td>170 kVp</td> </tr> <tr> <td colspan="3">One minute power frequency dry and wet withstand voltage (rms)</td> </tr> <tr> <td></td> <td>275kV</td> <td>70kV</td> </tr> </table>	General Technical Requirement			Lightning Impulse withstand Voltage			HV	kV _p	550	LV	kV _p	170	Neutral	kV _p	95	Switching Impulse withstand Voltage			HV	kV _p	460	One Minute Power Frequency withstand Voltage			HV	kV _{rms}	230	LV	kV _{rms}	70	Neutral	kV _{rms}	38	Full wave impulse withstand voltage (1.2/50 micro sec.)				650 kVp	170 kVp	One minute power frequency dry and wet withstand voltage (rms)				275kV	70kV		Kindly specify exact requirement of Impulse withstand voltage,	Please refer clause 9-ORDER OF PRECEDENCE OF DIFFERENT PARTS OF TECHNICAL SPECIFICATION, Chapter 1-PSR of Volume II (B)
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15	Volume- 2A (TL)	Section-IV, Chapter-5, Cl. 5.8.10 (i)	As per Cl. 5.8.10 (i): "Air-conditioner with portable diesel generator set and set of scaffolding and all weather tent." We request you to kindly provide the following detailed specification for each required items: 1. For Air Conditioner, kindly provide: a)TON/Capacity of required Air conditioner b)Make & Model of Air conditioner c) Type of Air Conditioner: Spit or window d) star rating etc.. 2. For Diesel Generator Set, Kindly Provide: a) Make and Model b) Diesel Engine – how much KVA 3. For Scaffolding And All Weather Tent, kindly provide: a) Required Size b) Material type, i.e. single / double layer	Item under Section-IV, Chapter-5, Cl. 5.8.10 Test Equipments and Special Tools , Volume- 2A (TL): Not Applicable subject to successful installation and testing of OPGW, which is under the scope of successful bidder.
16	Section 6 - Employer's Requirements-- SECTION III 1.0 SPECIFIC TECHNICAL REQUIREMENTS		Refer to Clause 1.0 SPECIFIC TECHNICAL REQUIREMENTS, The Standard Technical Particulars of the various items are given below and in the relevant schedule/chapters of Specifications. The Bidders are required to comply with the same. Also, Refer to Clause 13.19 The reference of IS standard (i.e. Indian Standard) mentioned in the technical specification shall be read as equivalent IEC or BS or equivalent International Standard. Please confirm whether the Chinese standard (GB) can be used for the Design, supply, construction, etc, and it is accepted by the employer and deemed to be equivalent to the standard listed in the bidding documents.	Please note that, the tower design for DB,DC & DD/DDE shall be provided to the successful bidder by the employer which is designed as per IS 802. Chinese standard is not acceptable.



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S.N.	Volume/Section	Clause	Clause Description	NEA clarifications	
17	Section 1 - Instructions to Bidders- Clause 19.6			<p>Refer to Clause 19.6 The bid security shall be forfeited if:</p> <p>(a) a Bidder requests for withdrawal or modification of its bid, except as provided in ITB 18.2:</p> <p>(i) during the period of bid validity specified by the Bidder on the Letter of Technical Bid and Price Bid, in case of electronic submission;</p> <p>(ii) from the period twenty-four hours prior to bid submission deadline up to the period of bid validity specified by the Bidder on the Letter of Technical Bid and Price Bid, in case of hard copy submission.</p> <p>(b) a Bidder changes the prices or substance of the bid while providing information pursuant to clause 27.1;</p> <p>(c) a Bidder involves in fraud and corruption pursuant to clause 3.1;</p> <p>(d) the successful Bidder fails to:</p> <p>(i) furnish a performance security in accordance with ITB 41.1;</p> <p>(ii) sign the Contract in accordance with ITB 42.1; or</p> <p>(iii) accept the correction of arithmetical errors pursuant to clause 32;</p> <p>Please confirm whether due to the impact of the epidemic factor or other possible circumstances, if the bid security has been submitted on time, the failure to submit the bid documents in time will trigger the security forfeiture condition.</p> <p>And, please confirm the finality of the above conditions for the forfeiture of the bid security.</p>	as per bidding document.
18	Section 1 - Instructions to Bidders-Clause 15			<p>Refer to 15. Currencies of Bid and Payment:</p> <p>15.2 Bidders shall indicate the portion of the bid price that corresponds to expenditures incurred in Nepalese currency in the Schedule of Payment Currencies included in Section 4 (Bidding Forms).</p> <p>And,</p> <p>15.4 The rates of exchange to be used by the bidder for currency conversion during bid preparation shall be the selling rates for similar transactions prevailing on the date 30 days prior to the deadline for submission of bids published by Nepal Rastra Bank. Bidders should note that for the purpose of payments, the exchange rates confirmed by Nepal Rastra Bank as the selling rates prevailing 30 days prior to the deadline for submission of bids shall apply for the duration of the Contract so that no currency exchange risk is borne by the bidder.</p> <p>Please confirm that the price of this contract is a fixed total price and a fixed unit price contract (If the final project quantity or equipment supply quantity is lower than expected in the quotation table, the corresponding cost will be deducted from the payment), and the exchange rate is fixed.</p>	Confirm.

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S.N.	Volume/Section	Clause	Clause Description	Bidder's Query	NEA clarifications
19	Section 9 – Contract Forms- Appendix 1 - Terms and Procedures of Payment			Refer to Appendix 1 - Terms and Procedures of Payment, The payment ratio and payment-related explanations are comprehensive, but it can be seen from the relevant ratio that the contractor needs to bear a certain amount of advance (or the contractor's financial expenses due to the relatively late payment ratio), which will affect the contractor's income. and increase the financial risk of project execution. Please confirm whether the relevant payment ratio can be modified, for example, from 5%+5%, 50%, 30%, 5%, 5% to 20%, 50%, 20%, 5%, 5% and change the payment terms, such as Will Fifty Percent (50%) of the total or pro-rata CIP amount upon Incoterm "CIP", upon delivery to the carrier within forty-five (45) days after receipt of following invoice and documents through irrevocable letter of credit opened in favor of Contractor's bank, 50% of the payment will be split, when the contractor issues a shipment application to the employer (i.e. When the goods are ready for dispatch) the Employer shall pay the Contractor 40% of the "50%" so that the Contractor can complete the payment to its subcontractors of equipment and materials in a timely manner.	Provision of bidding document remains unchanged
20	Volume I	SCC 39	39.2.2 Delete this Sub-Clause in its entirety and replace with the following: "Upon instruction from the Project Manager, the Contractor shall prepare the 'Change Proposal' without any cost to the Employer".	Not agreed for deletion of Sub-Clause 39.2.2 which is fare and justified for any changes originating from Employer	Provision of bidding document remains unchanged
21	Volume I	Contract Form (A) Terms of Payment	Schedule No. 1 and Schedule No. 2	the bidder request that: 10% of the total CIP amount against receipt of advance payment security 80% of the total or pro-rata CIP amount upon Incoterm "CIP", upon delivery to the carrier 5% of the total or pro rata CIP or amount upon issue of the Completion Certificate 5% of the total or pro rata CIP or amount upon completion of defect liability period	Provision of bidding document remains unchanged
22	Volume I	Contract Form (B) Payment Procedures.	No interest shall be paid on delayed payment in terms of GC sub-clause 12.3	the bidder request that: In the event that the Employer fails to make any payment by its respective due date or within the period set forth in the Contract, the Employer shall pay to the Contractor interest <u>at the rate of 0.25% per month</u> from the date by which the payment should have been made up to the date when the late payment is made.	Provision of bidding document remains unchanged
23	Volume II A	PART II REQUIREMENTS Section IV – Chapter 2	Table 2.1 Summary of Angle points for Tr. Line from Tumlingtar to Sitalpati	There are 38 corner points in the bidding documents "Table 2.1 Summary of Angle points for Tr. Line from Tumlingtar to Sitalpati", and 42 towers in the BOQ and there is no suspension tower. The two files do not correspond, please be clear.	The actual number of towers shall be decided during detail design engineering after detail survey and tower spotting done by successful bidder. Any intermediate tower comes between the angle points given in table 2.1, shall also be tension tower only.

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24	Volume I	GCC 10 & SCC 9.16	10.5 Unless otherwise specified in the Contract or agreed upon by the Employer and the Contractor, the Employer shall provide sufficient, properly qualified operating and maintenance personnel; shall supply and make available all raw materials, utilities, lubricants, chemicals, catalysts, other materials and facilities; and shall perform all work and services of whatsoever nature, including those required by the Contractor to properly carry out Pre-commissioning, Commissioning, and Guarantee Tests,	Please clarify who will provide operating and maintenance personnel, all raw materials, utilities, lubricants, chemicals, catalysts, the Employer or Contractor?	refer the referred clauses which is amply clear.
25	VOLUME II(B) OF III: SUBSTATION Section 6 - Employer's Requirements	Chapter 2 – General Technical Requirement PAGE-39	ANNEXURE - B SEISMIC WITHSTAND TEST PROCEDURE: The seismic withstanding test on the complete equipment (for 132kV and above) shall be carried out along with supporting structure	Please confirm whether seismic calculation reports are acceptable. If testing on the seismic platform is required, please clarify the specific requirements of the testing.	As per technical specification and relevant international standard.
26	VOLUME II(B) OF III: SUBSTATION Section 6 - Employer's Requirements	Chapter 3 –GIS Switchgear PAGE-11	4.41.1&4.41.2: SF6 gas monitoring devices and alarm circuits & the contractor should furnish temperature v/s pressure curves for each setting of density...	As far as we know, this is an online monitoring system for SF6 gas temperature and pressure which shall consist of pre-insert sensors in GIS and background in control room. Pls confirm the understanding is correct or not. And share the specification or catalog if we shall quote it.	Adhere to the Technical Specification.
27	VOLUME II(B) OF III: SUBSTATION Section 6 - Employer's Requirements	Chapter 3 –GIS Switchgear PAGE-6	4.19. The GIS shall be designed, so as to take care of the VFT over voltages generated as a result of pre-strikes and re-strikes during isolator operation. Maximum VFT over voltages peak shall not be higher than rated lightning impulse withstand voltage (LIWV) of the equipment. Necessary measures shall be under taken by GIS manufacture to restrict maximum VFT over voltages lower than the LIWV. Manufacturer shall submit the study report of VFTO generated for GIS installation.	VFTO is applicable for HV equipment above 330kV which is not applicable for the bidding project. Besides the calculation needs data of the whole power system which can't be conducted by a GIS manufacturer. So pls consider this in general contractor scope if necessary.	As per technical specification and relevant international standard.
28	VOLUME II(B) OF III: SUBSTATION Section 6 - Employer's Requirements	Chapter 3 –GIS Switchgear PAGE-15	5.6.6. Provisions shall be made for attaching an operational analyzer to record travel, speed and making measurement of operating timings etc. after installation at site. The contractor shall supply three set of transducers for each substation covered under the scope.	Pls share catalog or specification of this equipment	Adhere to the Technical Specification.
29	VOLUME II(B) OF III: SUBSTATION Section 6 - Employer's Requirements	Chapter 3 –GIS Switchgear PAGE-17	5.8.1. 400KV Circuit Breaker shall be equipped with controlled switching device with consequent optimization of switching behavior, when used in: 1. Switching of transformer 2. Switching of shunt reactor	This is not applicable for the bidding project because CSD is not required by BOQ or scope description in specification. Pls confirm.	400 kV is not in the scope of work.

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30	VOLUME II(B) OF III: SUBSTATION CHAPTER-1 PROJECT SPECIFIC REQUIREMENTS (PSR)	Chapter 1 -Project Specific Requirement PAGE-18	6. PHYSICAL AND OTHER PARAMETERS 6.1 Location of the Substation – The Substations (Sitalpati and Tumlingtar) of Nepal Electricity Authority are in the Eastern region of Nepal. Meteorological data:- a) Altitude above sea level: 500 m at Sitalpati and 449 m at Tumlingtar b) Ambient Air Temperature: 32°C(max)/2°C(min) c) Average Humidity (in %) : 96.72(max), 43.58(min) d) The substation locations are lying in the wind speed Zone 4 i.e. 47m/s. e) Seismic Requirement for Substations: 0.5g (Horizontal peak acceleration value). However, for design purposes, ambient temperature should be considered as 50 degree centigrade and Relative humidity 100% for both the substation.	Please confirm that the seismic requirement for substations is 0.5g (horizontal peak acceleration value). This requirement will bring difficulties to the supply of most equipment.	Please consider seismic requirement for substations is 0.36g (horizontal peak acceleration value) inline with the specification of Transmission Line Volume II(A).
31	VOLUME I	ITB/BDS - 15.1	Currencies of Bid and Payment & VOLUME 3 - PRICE SCHEDULE	As specified in the referred clause, prices in Schedule 1 and Schedule 3 are to be quoted in Nepalese Rupees (NPR) or up to three convertible foreign currencies. However, in the price schedule only USD is specified in Schedule 1 & 3 in the column where the prices are to be quoted. Please confirm whether the prices in schedule 1 & 3 are to be quoted in USD only or any other convertible foreign currencies other than USD.	Refer ITB/BDS clause 15.1 of Volume I.
32	VOLUME I	ITB/BDS - 15.1	Currencies of Bid and Payment & VOLUME 3 - PRICE SCHEDULE	Please confirm whether the bidder can quote the bid prices in Indian Rupees (INR) in Schedule 1 & 3.	Confirm.
33	VOLUME 1	ITB/BDS - 15.1	Currencies of Bid and Payment & VOLUME 3 - PRICE SCHEDULE	The bid prices to be quoted in the price schedule shall be exclusive of all custom duties, taxes, TDS and VAT. Also, the bid prices mentioned in the Bid form shall be exclusive of all custom duties, taxes, TDS and VAT. Please confirm.	The bid prices to be quoted in the price schedule and bid form shall be inclusive of TDS and exclusive of VAT & custom duties.
34	VOLUME 1		Section 9 – Contract Forms Appendix 1 –(A) Terms and Procedures of Payment	We understand that there is no minimum amount or capping limit per month for billing or invoicing by the contractor to the employer for release of payment. Please confirm.	As per bidding document.
35	VOLUME 1		Section 9 – Contract Forms Appendix 1 –(A) Terms and Procedures of Payment	As specified in the payment procedures, 5% out of the advance 10% amount to the contractor shall be paid against mobilization at the site after receipt of invoice. Please advise the exact mobilization period / process / span after which the contractor shall be paid the aforesaid 5% of the advance payment portion.	refer Terms and Procedures of Payment which is amply clear.

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36	VOLUME 1		Section 9 – Contract Forms Appendix 1 –(A) Terms and Procedures of Payment Release of 5% of the payment against retention Bank guarantee	As specified in the payment procedures, last 5% portion of the payment in all the 4 Schedules shall be released to the contractor after completion of defect liability period or after issuance of Completion certificate to the contractor by the Employer. Please confirm if the same can be released to the contractor along with pro-rata payment after submission of an equivalent amount of Bank Guarantee to the Employer.	refer sr.no. 16 of Clarification No. 1.
37	VOLUME 1		Section 9 – Contract Forms Appendix 1 –(A) Terms and Procedures of Payment	Please confirm the payment to the Contractor shall be paid by Nepal Electricity Authority OR Government of Nepal.	Please refer bidding document which is amply clear.
38	VOLUME 1		Section 9 – Contract Forms Appendix 1 –(A) Terms and Procedures of Payment	We have noted that pro-rata payments for Schedule 1 & 2 shall be made through irrevocable Letter of credit opened in favor of Contractor's bank. Please confirm the mode of payment for Schedule 3 & 4. Also, please confirm whether the Letter of credit issued can be transferrable.	refer Terms and Procedures of Payment which is amply clear.
39	VOLUME 1		Section 9 – Contract Forms Appendix 1 –(A) Terms and Procedures of Payment	We presume the Letter of credit issued by NEA / GoN shall be transferrable letter of credit. Please confirm.	as per bidding document.
40	VOLUME 1		GCC / SCC - Cl- 14 Taxes and Duties	We understand that Plant, Equipment and other Transmission Line & Substation materials if imported from outside Employer's country are exempted from all applicable taxes, duties & VAT. Please confirm our understanding is correct.	follow the referred clause which is amply clear.
41	VOLUME 1		GCC / SCC - Cl- 14 Taxes and Duties	We understand that the local supplies and services are exempted from all local taxes, levies and VAT. Please confirm.	follow the referred clause which is amply clear.
42	VOLUME 1		GCC / SCC - Cl- 14 Taxes and Duties	Please confirm whether the subcontractors hired for local services are exempted from VAT.	Exemption of VAT is applicable only in supply of Goods.
43	VOLUME 1		GCC / SCC - Cl- 14 Taxes and Duties 14.4 Tax Deduction at Source (TDS)	Please confirm the percentage of TDS applicable in Nepal.	refer sr.no. 6 of Clarification No. 1.
44	VOLUME 1		GCC / SCC - Cl- 14 Taxes and Duties 14.4 Tax Deduction at Source (TDS)	Please confirm whether TDS is applicable for supply portion or not.	refer sr.no. 6 of Clarification No. 1.
45			Free Trade Agreement	Please provide list of countries, if any with whom Nepal has free trade agreement.	refer to the concerned authorities.
46			Tower Painting for Aviation warning system	Please confirm the number of towers to be painted for the purpose of aviation warning system.	refer sr.no 4.6 (b) of SCHEDULE 4A: CONSTRUCTION AND INSTALLATION SERVICES FOR TRANSMISSION LINE of Price schedule of TL, Volume III

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47			General	We understand that payment will be made as per the actual supplied and installed quantity of items / services carried out during the execution of the contract, in accordance to the prices quoted in the Price Schedule. Please Confirm.	Confirm.
48			Appendix 3 - Insurance Requirements	Insurances for the execution of the contract can be bought from reputed companies from outside employer's country. Please confirm.	Counter guaranteed required by Nepalese agency in case of Abroad.
49			BDS/ITB 36.5, 41.1 - Performance Guarantee & Cost estimate	a) Amount of Performance Bank Guarantee is dependent on cost estimate. Request you to indicate cost estimate of this project. b) Kindly confirm whether this cost estimate is inclusive of cost towards construction of roads / culverts / bridges etc. for transportation	Not acceptable Confirm.
50			SCC 39.4 a) Change in the facilities and S.No. 5 of Clarification No 1	Said clause mentions quantity variations are allowed upto +/- 15% of quantity with no change in unit price. Clause is silent on whether unit rate shall be revised in case quantity variations increase beyond +/-15%. Request your clarification please.	As per bidding document.
51			kmz of Transmission line	During route survey, we observed that actual locations of towers are not matching with the coordinates provided in then tender specification. We request you to provide us revised kmz file of final route.	Please ensure the coordinate system. Also, for KMZ file for TL alignment bidder may request through mail mentioned in bidding document as there is no provision in PPMO to upload such file.
52			Bid submission date	We have carried out detailed route survey and site visits. Scope of work involves construction and strengthening of roads. Due to this scope of work, we request extension of bid submission date by another four weeks to solicit and finalize suitable civil subcontractors.	Bid submission date has been extended upto April 5, 2022. Please follow time extension Notice.
53			Estimation of costs for construction of roads / culverts / bridges	We have carried out detailed route survey of roads which will be utilised for transportation of heavy equipments like transformers, GIS and others. There is no road for almost 70% of the total route. Even at many places where mud road is available, width is inadequate for trailers / trucks to pass. We also understand culverts need to be constructed at eight / nine locations. Civil construction cost for all the above will work out to be a considerably large amount. We request you to add an additional line item in Schedule 4 for the same.	refer sr.no. 80 of Clarification No. 1.
54	General			Please confirm NEA will take the Forest Clearance from DFO (Division Forest Office) / MoEF (Ministry of Forest & Environment)	Confirm
55	General		Right of Way	Please confirm Right of Way (RoW) is in NEA Scope.	Approval for ROW clearance and the Payment for the same shall be made by NEA. For details please refer technical specification which is amply clear.
56	General		Site Coordinates	Bidder requests to provide the Site Coordinates for the proposed substations	It is in the scope of Bidder.



Clarification 2					
S.N.	Volume/Section	Clause	Clause Description	NEA clarifications	
57	Freight	GCC 21.3		<p>Based on initial discussion with local transporter, the transportation of transformers will be a major issue because of following points:</p> <ul style="list-style-type: none"> - Restriction of size because of road profile and bridge arrangement (At many places the clearance height mentioned on Foot over bridge). - More than 4 - 5 nos. location necessary River Bypass arrangement to be made on the River Crossing. - Strengthening & carving of the roads including blasting of rock / mountain are necessary at multiple location to achieve the turning radius and smooth movement on gradients while road widening & strengthening required for safe passage of cargo. - Tree cutting and developing road age protection is another important activity to be done for safe transport of transformer <p>Bidder understand is following;</p> <ol style="list-style-type: none"> a) The estimation of above scope of works and costs of execution will be in scope of Bidder. b) Bidder also understands that the NEA has estimated and budgeted these costs in this tender. c) Bidder further understands that NEA as principle employer will be responsible to get/ facilitate the required permits and permissions from other statutory bodies / Nepal Government offices such as PWD, irrigation, environment, army and other local Authorities etc. d) Bidder may require to dump the material in warehouse somewhere in Tumlingtar and multiple shipments will be required for Sitalpati during execution period. e) NEA ensure that suitable road will be available before start of the project. Because for small shipment bidder cannot wait for seasonal transportation. <p>Please confirm our understanding is correct.</p>	Confirm.
58	Freight	-		<p>Since the transportation of Transformer involves major challenges and has huge cost implications, Bidder requests NEA to add additional line item in the billing schedule to include the river crossing and approach road strengthening to have correct evaluation of this line item quoted by the bidders.</p>	refer sr.no. 80 of Clarification No. 1.
59		General		<p>Bidder request to provide the exact plot size for the proposed station, Plot dimension are missing.</p>	Please refer Clause no 6.2, Chapter -1 (Project Specification Requirement) of Volume II(B) which is amply clear the requirement
60	Layout Plan	General		<p>We understand that the 220kV, 132kV & 33kV line orientation is fixed and the same cannot be altered. Please confirm.</p>	Optimization of Layout is in the scope of successful bidder.



Clarification 2					
S.N.	Volume/Section	Clause	Clause Description	NEA clarifications	
61	Layout Plan		General	Control Room arrangement shown in the layout plan is not matching with Chapter 23 drawing of control room buiding drg. no. NEA/SITALPATI-GIS/SS/CRB/08. We are considering Control room building drawing as per chapter 23 drg. no. NEA/SITALPATI-GIS/SS/CRB/08.m Kindly confirm.	The Control room layout plan given in drawings is tentative and for tender purpose only. The final layout of CRB shall be decided during detail engineering.
62	Price Schedule		General	We understand that the battery sizes mentioned in the schedule is final and no further sizing calculations are to be done, kindly confirm.	Refer clarification no. 1, sr.no. 153
63	General		General	Kindly Provide the Earth resistivity value to be considered for bid estimation.	Refer clarification no. 1, sr.no. 173
64	Drawings		LT Drawings	Bidder request to provide the LT Switchgear (AC distribution & DC distribution) drawings for the proposed substation.	It is in the scope of Successful Bidder and shall be decided during detail design engineering.
65			Topography map	We understand the mentioned levels in OGA is in meters. Please confirm our understanding. If levels are in meters, then there is a level difference of approximately 5 Mtrs. Please confirm the site to be framed in Single level (or) Multiple levels.	Confirm. Please refer clause-4.1 [XXIX(o)], Chapter-1: PSR and clause-34.4 (Para 3), Chapter-16: Civil Works of VOLUME II(B)
66	Ch-1_PSR		Illumination System - Street Lighting	We are considering Street lighting only for Switchyard area, please confirm.	Refer clarification no. 1, sr.no. 36 and adhere to the price schedule.
67	SLD		General	We understand that the 132kV bus bar shall be extended for 6 number of future bays shown in the SLD, kindly confirm.	Refer clarification no. 1, sr.no. 168
68	SLD		General	We understand that there is no future bays requirement for 33kV, Kindly confirm	Please refer clause-3: Scope of Work, Chapter-1:PSR of Volume II (B)
69	Layout Plan			The following drawings / documents are required 1. Contour Map 2. Section View, if any. 3. Number of 220kV & 132kV Future Bays. 4. Switchyard fencing layout - Plan View. We are unable to identify exact plot size from given layout.	1. Scope of work is under Successful bidder 2. Scope of work is under Successful bidder 3. refer Clause clause-4.1 (XVI), Chapter-1: PSR of Volume II(B) 4. Scope of work is under Successful bidder

Clarification 2					
S.N.	Volume/Section	Clause	Clause Description	NEA clarifications	
70	Ch 14_Switchyard erection		Lightning Protection	The lightning protection shall be achieved by an overhead lightning shield system of galvanized steel wire of 7/3.35 mm, which shall be connected to the main grounding grid by steel conductor of 7/3.35 mm. But as per Clause no. Ch 14, 3.0 Galvanized steel wire is of 7/3.66mm. Kindly confirm which shield wire to be used for this project.	Galvanised steel wire is of 7/3.66mm.
71	Layout Plan		Layout optimisation	We understand due to access to the Sitalpati site is not favorable in condition, hence 66.66MVA single phase auto transformer required as per scope of work. Please confirm.	Confirm.
72	Layout Plan			Based on drawing site is having approx 15 mtrs level difference. Please suggest complete switchyard will be constructed in 1 level or 2 level or more. Please confirm FFL for each level as applicable.	refer sr. no. 65 of clarification no. 2
73	Layout Plan			Please marked plot area to be developed under this contract. Because we understand the 400kV yard and any future area should not be developed under this contract.	refer sr. no. 83 of clarification no. 1
74	Layout Plan			33kV separate room are falling over road. Please provide revise location for 33kV room.	Tentative area for 33 kV SPR is just beside the Road but it shall be optimized during detail design engineering as per requirement which is under scope of Successful bidder.
75	Layout Plan			Instead of different type of GIS busduct, we request you to consider interconnection with defined XLPE cable. Please revise the Price Schedule.	Provision of scope remains unchanged.
76	Layout Plan			Dimension are not visible in the layout, please provide visible layout with dimension including GIS room/ 33kV Panel room etc.	please separately request in the mail ID mentioned in Tender document for higher resolution document. As, PPMO limit the size of the document upto 20MB, resolution of the document has been reduced.
77	EOT Crane			Please confirm requirement of EoT crane with Double Girder or Single Girder and capacity for 220kV GIS hall.	Please refer clause-16.11, Chapter-3: GIS Switchgear of VOLUME II(B). The requirement of Double Girder or Single Girder is based on the design requirement.
78	General		Topography Map	Any Natural Drains are not crossing in Substation Area. Please confirm	refer sr. no. 88 of clarification no. 1
79	Layout Plan		Layout	In tender layout stringing shown directly on GIS bustduct, which is not possible, hence amend the requirement of additional tower structure for stringing the conductor.	refer sr. no. 24 of clarification no. 1

Clarification 2					
S.N.	Volume/Section	Clause	Clause Description	Bidder's Query	NEA clarifications
80	Layout Plan		Layout	132kV Main bus-1 & 2 is considered only for present scope of work.	Confirm
81	Technical Specification for DO fuse		11kV DO fuse	We request to provide technical specification for 11kV DO fuse.	Shall be decided during detail design engineering.
82	Tools		Tools	Please provide specification of tools mentioned in the Price Schedule . Also confirm the Make and model and country of origin, so that every bidder will be consider the same.	Shall be decided during detail design engineering.
83	Price Schedule		Qty. Missing	We have found some line items are having 0 (ZERO) quantity. (e.g. Circuit Breaker at Sitalpati, etc.). Please revise the Price Schedule or delete the item to avoid confusion during price filling.	Bidder is requested to quote the price for the requested items.
84	Order of Precedence			Please provide the order of precedence between Price schedule, PSR, Drawing, Specification.	refer sr. no. 67 of clarification no. 1
85	PSR & Price Schedule			There are mismatch in Annexure 1 of PSR and Price Schedule. (12kV VCB is not mentioned in the Price schedule). Bidder request to amend the Price schedule if required.	Please refer sr. No. 27 of Schedule 1B & 2B of Price schedule os substation, Volume III.
86	VMS			Please provide drawing for location and no. of each type of camera at Sitalpati	It is under the scope of Successful bidder.
87	Ladder			We refer to Price Schedule, Portable Ladder to be supplied as per Technical Specification. Bidder request to provide detailed specification.	Shall be decided during detail design engineering.
88	Specification & Price Schedule Volume 3		FIRE FIGHTING PUMP HOUSE BUILDING & Fire Protection System per technical Specification) 1) Pumping arrangement for HVW system & hydrant system, complete with all piping, valves, fittings,etc. inside pump house 2) Hydrant system, complete U/G piping and accessories etc. outside the Pump House. 3) HVW spray system, Hydrant system and complete U/G & O/G piping and accessories etc. out side the pump house for Transformer	Kindly confirm the number of transformer for which HVWS System	All the transformer under present and future scope at this substation.
				Kindly confirm the area to be covered under hydrant system.	As per Technical Specification
				You have asked conventional fire alarm system for control room building, GIS Building, Indoor Switchgear Building and Switchyard panel rooms of substations, there is only one drawing available of control room building. Please provide other drawings available.	It is under the scope of Successful bidder.
89	Layout Section /Tumlingtar SS		General	Please provide section drawing of existing switchyard	Shall be provided to the successful bidder.

Clarification 2					
S.N.	Volume/Section	Clause	Clause Description	Bidder's Query	NEA clarifications
90	Layout Section /Tumlingtar SS		General	We understand that the inter equipment distance shown in the layout is fixed and cannot be modified. Please confirm our understanding is correct	confirm.
91	Layout Section /Tumlingtar SS		General	We understand that the Bus height and Equipment height shown in the layout is fixed and cannot be modified. Please confirm.	confirm
92	Layout Plan/Tumlingtar SS		General	Present scope LA of 220kV Line bay 207 is fouling with boundary wall, whether sufficient space is there to install 220kV LA of 'B' phase. Kindly clarify.	confirm
93	Drawings/Tumlingtar SS		LT Drawings	ACDB & DCDB have sufficient feeder for present scope of work, kindly confirm.	refer sr. no. 121 of clarification no. 1
94	Price Schedule /Tumlingtar SS		General	We understand that the battery sizes are suitable to cater 2 nos. of present scope of line bays, kindly confirm	refer sr. no. 121 of clarification no. 1
95	General/Tumlingtar SS			Kindly Provide the existing Earth mat layout for extension of present scope of work.	Shall be provided to the successful bidder.
96	Layout Plan/Tumlingtar SS		Tower & Equipment structure	Existing Tower, Beam & Equipment support structure drawing required. Please provide	Shall be provided to the successful bidder.
97	Layout Plan/Tumlingtar SS		Control Room alyout	Kindly provide existing control room layout	Shall be provided to the successful bidder.
98	Layout Plan/Tumlingtar SS		Layout plan	Please Confirm existing Cable Trench are having sufficient Spare to cater cables for bays to be installed as per scope. Also provide cable trench layout	refer sr. no. 120 & 183 of clarification no. 1
99	Ch. 1 PS/Tumlingtar SS		Earthmat	Please provide details of Koshi corridor TLP for laying of earthmat.	Shall be provided to the successful bidder.

Clarification 2					
S.N.	Volume/Section	Clause	Clause Description	Bidder's Query	NEA clarifications
100	Volume I	GCC 24	Completion of the Facilities	<p>Following Completion and Deemed Completion clause to be added to the Conditions:</p> <p>(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.</p> <p>(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.</p> <p>(c) Completion is also deemed to have taken place if the Works or any part thereof are put to use by the Employer.</p> <p>(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.</p> <p>The Defect Liability Period shall be deemed to have be started from the date of the such Deemed Completion Certificate.</p>	Provision of Bidding Document remains unchanged
101	Volume I	27.1	The critical components covered under the extended defect liability are GIS, Power/Autotransformers, Control relays panel, Substation Automation System (SAS) and Communication System and the period shall be Five (5) years.	<p>Please modify the existing clause as mentioned below:</p> <p>27.10 The critical components covered under the extended defect liability are GIS, Power/Autotransformers, Control relays panel, Substation Automation System (SAS) and Communication System and the period shall be 2 (two) years.</p>	Provision of Bidding Document remains unchanged
102	Volume I	7.3	<p>The Contractor agrees to supply spare parts for a period of years: 5 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>Please confirm the below points:</p> <p>1) 6 months delivery is not possible for all equipments. We confirm prompt supply of spares within a reasonable period. Please confirm.</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.</p> <p>3) In case of discontinuance of the manufacture of spares for the equipments supplied, functional equivalents shall be supplied by the Contractor.</p>	as per bidding document.



Clarification 2				
S.N.	Volume/Section	Clause	Clause Description	NEA clarifications
103	Volume I	SCC 14		<p>Please add to the end of the paragraph as below:</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 detension 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> <p>Provision of Bidding Document remains unchanged</p>
104	Volume I		<p>14.1 In the country of Origin The prices bid by the Contractor shall include all taxes, duties and other charges imposed outside the Employer's country on the production, manufacture, sale and transport of the Contractor's Equipment, Plant, Materials and Supplies to be used on or furnished under the Contract, and on the services performed under the Contract.</p> <p>14.2 In Nepal 14.2.1 Unless otherwise specifically declared in the contract documents, the prices bid by the Contractor and its suppliers and subcontractors shall include business taxes and other taxes except VAT and Custom duty that may be levied in accordance with the laws and regulations in force or in effect in Nepal as of 30 days prior to the closing date for submission of tenders in the Employer's country on the Equipment, Plant, Materials and Supplies (permanent,temporary and consumables) acquired for the purpose of the Contract and on the services performed under the Contract.Whatsoever provisions made in the Contract document shall not relieve the Contractor, its suppliers and subcontractors from their responsibility to pay income tax that may be levied in the Employer's country on profits made by the Contractor, its suppliers and subcontractors in respect of the Contract.</p> <p>14.2.2 The Project is entitled for concessional 1% custom duty and VAT exemption for the import of Plant & Mandatory Spare Parts to be supplied from abroad in Price Schedule No. 1. The Contractor has to follow all the procedures to import Plant & Mandatory Spare Parts to be supplied from abroad in Price Schedule No. 1. The Contractor shall pay all the taxes and duties applicable at the point of entry (custom). Employer will refund such amount to the Contractor upon submission of the related original documents. However, Employer will not be responsible for any demurrage charges applicable due to delay in custom clearance.</p> <p>14.3 The unit bid price quoted in the Price Schedule Nos. 2 & 4 are exclusive of VAT. VAT in each supply/progress bill shall be paid to the Contractor and as per law of Nepal he will be responsible for depositing the same to the concerned Revenue office in Nepal.</p> <p>14.4 Tax Deduction at Source (TDS) As per the law of Nepal the Employer will deduct TDS at the rate as applicable at the time of execution of the contract from each payment to the Contractor and deposit to the Revenue office. The Contractor shall be provided with all details in this regard promptly. The Contractor shall be responsible for obtaining tax clearance before issuance of Final Acceptance Certificate or before releasing the final 5% retention amount. All firms carrying out works in Nepal are required to be registered at Inland Revenue office. The TDS shall be deducted from the contract amount as per the prevailing rules and regulation (i.e. Income Tax Act and Regulation) of Government of Nepal.</p>	<p>As per the Tender terms, After 45 days of Contract Award, Every bidder has to register under Nepal tax law and has to obtain PAN/VAT registration in Nepal.</p> <p>Please confirm on the following:</p> <p>1.In case the Bidder quotes in Consortium, then each consortium member after 45 days of Contract Award, has to register under Nepal tax law and obtain PAN/VAT registration and obtain Temporary Construction license in Nepal,</p> <p>2.Nepal Electricity Authority shall deduct 1.5% TDS on all invoices (offshore plus onshore scope) of Contractor.</p> <p>1. Consortium is not allowed. 2.Please refer clause GCC 14.4, which is amply clear</p>



Clarification 2				
S.N.	Volume/Section	Clause	Clause Description	NEA clarifications
105	Volume I	14.1 In the country of Origin The prices bid by the Contractor shall include all taxes, duties and other charges imposed outside the Employer's country on the production, manufacture, sale and transport of the Contractor's Equipment, Plant, Materials and Supplies to be used on or furnished under the Contract, and on the services performed under the Contract. 14.2 In Nepal 14.2.1 Unless otherwise specifically declared in the contract documents, the prices bid by the Contractor and its suppliers and subcontractors shall include business taxes and other taxes except VAT and Custom duty that may be levied in accordance with the laws and regulations in force or in effect in Nepal as of 30 days prior to the closing date for submission of tenders in the Employer's country on the Equipment, Plant, Materials and Supplies (permanent,temporary and consumables) acquired for the purpose of the Contract and on the services performed under the Contract.Whatsoever provisions made in the Contract document shall not relieve the Contractor, its suppliers and subcontractors from their responsibility to pay income tax that may be levied in the Employer's country on profits made by the Contractor, its suppliers and subcontractors in respect of the Contract. 14.2.2 The Project is entitled for concessional 1% custom duty and VAT exemption for the import of Plant & Mandatory Spare Parts to be supplied from abroad in Price Schedule No. 1. The Contractor has to follow all the procedures to import Plant & Mandatory Spare Parts to be supplied from abroad in Price Schedule No. 1. The Contractor shall pay all the taxes and duties applicable at the point of entry (custom). Employer will refund such amount to the Contractor upon submission of the related original documents. However, Employer will not be responsible for any demurrage charges applicable due to delay in custom clearance. 14.3 The unit bid price quoted in the Price Schedule Nos. 2 & 4 are exclusive of VAT. VAT in each supply/progress bill shall be paid to the Contractor and as per law of Nepal he will be responsible for depositing the same to the concerned Revenue office in Nepal. 14.4 Tax Deduction at Source (TDS) As per the law of Nepal the Employer will deduct TDS at the rate as applicable at the time of execution of the contract from each payment to the Contractor and deposit to the Revenue office. The Contractor shall be provided with all details in this regard promptly. The Contractor shall be responsible for obtaining tax clearance before issuance of Final Acceptance Certificate or before releasing the final 5% retention amount. All firms carrying out works in Nepal are required to be registered at Inland Revenue office. The TDS shall be deducted from the contract amount as per the prevailing rules and regulation (i.e. Income Tax Act and Regulation) of Government of Nepal.	<p>If Bidder/Contractor opts to invoice (for both offshore and onshore portion) from Nepal and receives all the payments in Nepal bank account (including for both offshore- USD currency and onshore portion- NPR portion), then Customer shall deduct TDS @1.5% on all invoices of Contractor. Please confirm.</p>	<p>Please refer clause GCC 14.4, which is amply clear</p>



Clarification 2					
S.N.	Volume/Section	Clause	Clause Description	Bidder's Query	NEA clarifications
106	Volume I, BDS- ITB 4.9		<p>The domestic bidder shall submit the following documents at the time of Bid Submission:</p> <ul style="list-style-type: none"> • Company/Business Registration Certificate, PAN/VAT registration certificate, Tax Clearance Certificate or Proof of submission of income return for last fiscal year 77/78 of the Bidder, and of each joint-venture partners in the case of a joint venture. <p>The foreign bidder shall submit the following documents at the time of bid submission:</p> <ul style="list-style-type: none"> • Legal and Business registration certificate of the Bidder, and of each joint-venture partners in the case of a joint venture, issued by the government of the country where the bidder or each joint venture partner is registered. <p>The foreign bidder shall declare to submit the following documents at the time of contact agreement: Notarized Power of attorney to sign the contract and after 45 days of contact agreement</p> <ul style="list-style-type: none"> • PAN/VAT registration certificate of Nepal • Temporary Construction License <p>But, Resident foreign bidder shall submit PAN/VAT certificate and tax clearance certificate or proof of submission of Income Return last fiscal year 2077/78 (2020/21 A.D.) at the time of Bid Submission.</p> <p>Further, In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement which is legally binding on all partners shall be submitted at the time of Bid Submission. However, in case bid submitted by a JV with letter of intent to form a Joint Venture is successful bid, the specified Form of JV Agreement shall be signed as to be legally binding on all partners and submitted at the time of contract agreement.</p>	<p>Please confirm on the following pointwise:</p> <p>a) In case of consortium, Separate invoicing shall be done by each consortium members for their respective scope of works,</p> <p>b) In case of consortium, Separate payments shall be released by customer directly to each consortium members for their respective scope of works.</p> <p>c) In case of consortium, Two separate L/C can be opened for offshore-supplies by the customer for each consortium members respective scope of works.</p>	<p>Consortium bid is not allowed.</p>



Clarification 2																						
S.N.	Volume/Section	Clause	Clause Description				Bidder's Query	NEA clarifications														
107	Volume I, BDS- ITB 4.9		<p>The domestic bidder shall submit the following documents at the time of Bid Submission:</p> <ul style="list-style-type: none"> Company/Business Registration Certificate, PAN/VAT registration certificate, Tax Clearance Certificate or Proof of submission of income return for last fiscal year 77/78 of the Bidder, and of each joint-venture partners in the case of a joint venture. <p>The foreign bidder shall submit the following documents at the time of bid submission:</p> <ul style="list-style-type: none"> Legal and Business registration certificate of the Bidder, and of each joint-venture partners in the case of a joint venture, issued by the government of the country where the bidder or each joint venture partner is registered. <p>The foreign bidder shall declare to submit the following documents at the time of contact agreement: Notarized Power of attorney to sign the contract and after 45 days of contact agreement</p> <ul style="list-style-type: none"> PAN/VAT registration certificate of Nepal Temporary Construction License <p>But, Resident foreign bidder shall submit PAN/VAT certificate and tax clearance certificate or proof of submission of Income Return last fiscal year 2077/78 (2020/21 A.D.) at the time of Bid Submission.</p> <p>Further, In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement which is legally binding on all partners shall be submitted at the time of Bid Submission. However, in case bid submitted by a JV with letter of intent to form a Joint Venture is successful bid, the specified Form of JV Agreement shall be signed as to be legally binding on all partners and submitted at the time of contract agreement.</p>				<p>In case the Bidder/Contractor opts to invoice the offshore invoices from Nepal, then please confirm the following:</p> <p>a) If the Bidder imports the supply items from abroad thru its sub-vendor located outside Nepal, then in that case Concessional Custom Duty of 1% shall be applicable between Sub-vendor and Contractor,</p> <p>b) In continuation for above point, for the offshore portion, invoices raised by Contractor's office in Nepal to Customer, which is a local sale does not attract the Nepalese VAT for such transactions.</p> <p>In case it is applicable, such Nepalese VAT shall be reimbursed to the Contractor by Employer.</p>	<p>as per bidding document and applicable law of GoN.</p>														
108	Volume I	Section 3 EQC	<p>Section 3 - Evaluation and Qualification Criteria</p> <p>2.1.5 VAT and PAN Registration</p> <table border="1"> <tr> <td>a. Domestic Bidder</td> <td>Bidders required to meet conditions of ITB Sub-Clause 4.9.</td> <td>must meet requirement</td> <td>existing or intended JV must meet requirement</td> <td>must meet requirement</td> <td>not applicable</td> <td>PAN and VAT registration certificate</td> </tr> <tr> <td>b. Foreign Bidder</td> <td>Bidders required to meet conditions of ITB Sub-Clause 4.9.</td> <td>must meet requirement</td> <td>existing or intended JV must meet requirement</td> <td>must meet requirement</td> <td>not applicable</td> <td>Declaration to submit PAN/VAT and temporary construction license Registration Certificate after 45 days of the Contract agreement</td> </tr> </table>				a. Domestic Bidder	Bidders required to meet conditions of ITB Sub-Clause 4.9.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	PAN and VAT registration certificate	b. Foreign Bidder	Bidders required to meet conditions of ITB Sub-Clause 4.9.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Declaration to submit PAN/VAT and temporary construction license Registration Certificate after 45 days of the Contract agreement	<p>Please confirm on the following:</p> <p>As per the Tender terms, After 45 days of Contract Award, Every bidder has to register under Nepal tax law and has to obtain PAN/VAT registration in Nepal.</p> <p>Please confirm- In case the Bidder quotes in Consortium, then each consortium member after 45 days of Contract Award, has to register under Nepal tax law and to obtain PAN/VAT registration in Nepal.</p>	<p>Consortium bid is not allowed.</p>
a. Domestic Bidder	Bidders required to meet conditions of ITB Sub-Clause 4.9.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	PAN and VAT registration certificate																
b. Foreign Bidder	Bidders required to meet conditions of ITB Sub-Clause 4.9.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Declaration to submit PAN/VAT and temporary construction license Registration Certificate after 45 days of the Contract agreement																



Clarification 2				
S.N.	Volume/Section	Clause	Clause Description	NEA clarifications
109	Volume I, SCC 14	14.1 In the country of Origin The prices bid by the Contractor shall include all taxes, duties and other charges imposed outside the Employer's country on the production, manufacture, sale and transport of the Contractor's Equipment, Plant, Materials and Supplies to be used on or furnished under the Contract, and on the services performed under the Contract. 14.2 In Nepal 14.2.1 Unless otherwise specifically declared in the contract documents, the prices bid by the Contractor and its suppliers and subcontractors shall include business taxes and other taxes except VAT and Custom duty that may be levied in accordance with the laws and regulations in force or in effect in Nepal as of 30 days prior to the closing date for submission of tenders in the Employer's country on the Equipment, Plant, Materials and Supplies (permanent,temporary and consumables) acquired for the purpose of the Contract and on the services performed under the Contract.Whatsoever provisions made in the Contract document shall not relieve the Contractor, its suppliers and subcontractors from their responsibility to pay income tax that may be levied in the Employer's country on profits made by the Contractor, its suppliers and subcontractors in respect of the Contract. 14.2.2 The Project is entitled for concessional 1% custom duty and VAT exemption for the import of Plant & Mandatory Spare Parts to be supplied from abroad in Price Schedule No. 1. The Contractor has to follow all the procedures to import Plant & Mandatory Spare Parts to be supplied from abroad in Price Schedule No. 1. The Contractor shall pay all the taxes and duties applicable at the point of entry (custom). Employer will refund such amount to the Contractor upon submission of the related original documents. However, Employer will not be responsible for any demurrage charges applicable due to delay in custom clearance. 14.3 The unit bid price quoted in the Price Schedule Nos. 2 & 4 are exclusive of VAT. VAT in each supply/progress bill shall be paid to the Contractor and as per law of Nepal he will be responsible for depositing the same to the concerned Revenue office in Nepal. 14.4 Tax Deduction at Source (TDS) As per the law of Nepal the Employer will deduct TDS at the rate as applicable at the time of execution of the contract from each payment to the Contractor and deposit to the Revenue office. The Contractor shall be provided with all details in this regard promptly. The Contractor shall be responsible for obtaining tax clearance before issuance of Final Acceptance Certificate or before releasing the final 5% retention amount. All firms carrying out works in Nepal are required to be registered at Inland Revenue office. The TDS shall be deducted from the contract amount as per the prevailing rules and regulation (i.e. Income Tax Act and Regulation) of Government of Nepal.	<p>Please clarify on the below pointwise related to the taxes and duties applicable for this project:</p> <ul style="list-style-type: none"> i) Nepalese VAT on the offshore contract price is exempted for the project items, ii) Nepalese VAT on the onshore contract price to be reimbursed by customer for the project items, iii)1% Concessional custom duty applicable for the items imported from abroad. The same shall be reimbursable by NEA, iv) No TDS deduction by NEA on the supply items to be imported from outside Nepal and v) 1.5% TDS applicable on the complete project (offshore and onshore scope) works to be carried out in Nepal. 	refer clause SCC 14 of the bidding document.



Clarification 2					
S.N.	Volume/Section	Clause	Clause Description	Bidder's Query	NEA clarifications
110	Volume I, SCC 14	14.1 In the country of Origin The prices bid by the Contractor shall include all taxes, duties and other charges imposed outside the Employer's country on the production, manufacture, sale and transport of the Contractor's Equipment, Plant, Materials and Supplies to be used on or furnished under the Contract, and on the services performed under the Contract. 14.2 In Nepal 14.2.1 Unless otherwise specifically declared in the contract documents, the prices bid by the Contractor and its suppliers and subcontractors shall include business taxes and other taxes except VAT and Custom duty that may be levied in accordance with the laws and regulations in force or in effect in Nepal as of 30 days prior to the closing date for submission of tenders in the Employer's country on the Equipment, Plant, Materials and Supplies (permanent,temporary and consumables) acquired for the purpose of the Contract and on the services performed under the Contract.Whatsoever provisions made in the Contract document shall not relieve the Contractor, its suppliers and subcontractors from their responsibility to pay income tax that may be levied in the Employer's country on profits made by the Contractor, its suppliers and subcontractors in respect of the Contract. 14.2.2 The Project is entitled for concessional 1% custom duty and VAT exemption for the import of Plant & Mandatory Spare Parts to be supplied from abroad in Price Schedule No. 1. The Contractor has to follow all the procedures to import Plant & Mandatory Spare Parts to be supplied from abroad in Price Schedule No. 1. The Contractor shall pay all the taxes and duties applicable at the point of entry (custom). Employer will refund such amount to the Contractor upon submission of the related original documents. However, Employer will not be responsible for any demurrage charges applicable due to delay in custom clearance. 14.3 The unit bid price quoted in the Price Schedule Nos. 2 & 4 are exclusive of VAT. VAT in each supply/progress bill shall be paid to the Contractor and as per law of Nepal he will be responsible for depositing the same to the concerned Revenue office in Nepal. 14.4 Tax Deduction at Source (TDS) As per the law of Nepal the Employer will deduct TDS at the rate as applicable at the time of execution of the contract from each payment to the Contractor and deposit to the Revenue office. The Contractor shall be provided with all details in this regard promptly. The Contractor shall be responsible for obtaining tax clearance before issuance of Final Acceptance Certificate or before releasing the final 5% retention amount. All firms carrying out works in Nepal are required to be registered at Inland Revenue office. The TDS shall be deducted from the contract amount as per the prevailing rules and regulation (i.e. Income Tax Act and Regulation) of Government of Nepal.	Please confirm, during the course of the project, any statutory variation in taxes and duties (viz. VAT, Custom duty, etc.) in Nepal shall be reimbursed to contractor.	As per bidding document.	



Clarification 2					
S.N.	Volume/Section	Clause	Clause Description	Bidder's Query	NEA clarifications
111	Volume I, SCC 14	14.1 In the country of Origin The prices bid by the Contractor shall include all taxes, duties and other charges imposed outside the Employer's country on the production, manufacture, sale and transport of the Contractor's Equipment, Plant, Materials and Supplies to be used on or furnished under the Contract, and on the services performed under the Contract. 14.2 In Nepal 14.2.1 Unless otherwise specifically declared in the contract documents, the prices bid by the Contractor and its suppliers and subcontractors shall include business taxes and other taxes except VAT and Custom duty that may be levied in accordance with the laws and regulations in force or in effect in Nepal as of 30 days prior to the closing date for submission of tenders in the Employer's country on the Equipment, Plant, Materials and Supplies (permanent,temporary and consumables) acquired for the purpose of the Contract and on the services performed under the Contract.Whatsoever provisions made in the Contract document shall not relieve the Contractor, its suppliers and subcontractors from their responsibility to pay income tax that may be levied in the Employer's country on profits made by the Contractor, its suppliers and subcontractors in respect of the Contract. 14.2.2 The Project is entitled for concessional 1% custom duty and VAT exemption for the import of Plant & Mandatory Spare Parts to be supplied from abroad in Price Schedule No. 1. The Contractor has to follow all the procedures to import Plant & Mandatory Spare Parts to be supplied from abroad in Price Schedule No. 1. The Contractor shall pay all the taxes and duties applicable at the point of entry (custom). Employer will refund such amount to the Contractor upon submission of the related original documents. However, Employer will not be responsible for any demurrage charges applicable due to delay in custom clearance. 14.3 The unit bid price quoted in the Price Schedule Nos. 2 & 4 are exclusive of VAT. VAT in each supply/progress bill shall be paid to the Contractor and as per law of Nepal he will be responsible for depositing the same to the concerned Revenue office in Nepal. 14.4 Tax Deduction at Source (TDS) As per the law of Nepal the Employer will deduct TDS at the rate as applicable at the time of execution of the contract from each payment to the Contractor and deposit to the Revenue office. The Contractor shall be provided with all details in this regard promptly. The Contractor shall be responsible for obtaining tax clearance before issuance of Final Acceptance Certificate or before releasing the final 5% retention amount. All firms carrying out works in Nepal are required to be registered at Inland Revenue office. The TDS shall be deducted from the contract amount as per the prevailing rules and regulation (i.e. Income Tax Act and Regulation) of Government of Nepal.	Please confirm the following: If the Foreign bidder obtains the Nepal PAN/VAT registration after 45 days of Contract award, then applicable rate of TDS shall be 1.5% on the entire contract value (including the both offshore and onshore portion).	refer clause SCC 14 of the bidding document.	



Clarification 2					
S.N.	Volume/Section	Clause	Clause Description	Bidder's Query	NEA clarifications
112	Volume I	14.1 In the country of Origin The prices bid by the Contractor shall include all taxes, duties and other charges imposed outside the Employer's country on the production, manufacture, sale and transport of the Contractor's Equipment, Plant, Materials and Supplies to be used on or furnished under the Contract, and on the services performed under the Contract. 14.2 In Nepal 14.2.1 Unless otherwise specifically declared in the contract documents, the prices bid by the Contractor and its suppliers and subcontractors shall include business taxes and other taxes except VAT and Custom duty that may be levied in accordance with the laws and regulations in force or in effect in Nepal as of 30 days prior to the closing date for submission of tenders in the Employer's country on the Equipment, Plant, Materials and Supplies (permanent,temporary and consumables) acquired for the purpose of the Contract and on the services performed under the Contract.Whatsoever provisions made in the Contract document shall not relieve the Contractor, its suppliers and subcontractors from their responsibility to pay income tax that may be levied in the Employer's country on profits made by the Contractor, its suppliers and subcontractors in respect of the Contract. 14.2.2 The Project is entitled for concessional 1% custom duty and VAT exemption for the import of Plant & Mandatory Spare Parts to be supplied from abroad in Price Schedule No. 1. The Contractor has to follow all the procedures to import Plant & Mandatory Spare Parts to be supplied from abroad in Price Schedule No. 1. The Contractor shall pay all the taxes and duties applicable at the point of entry (custom). Employer will refund such amount to the Contractor upon submission of the related original documents. However, Employer will not be responsible for any demurrage charges applicable due to delay in custom clearance. 14.3 The unit bid price quoted in the Price Schedule Nos. 2 & 4 are exclusive of VAT. VAT in each supply/progress bill shall be paid to the Contractor and as per law of Nepal he will be responsible for depositing the same to the concerned Revenue office in Nepal. 14.4 Tax Deduction at Source (TDS) As per the law of Nepal the Employer will deduct TDS at the rate as applicable at the time of execution of the contract from each payment to the Contractor and deposit to the Revenue office. The Contractor shall be provided with all details in this regard promptly. The Contractor shall be responsible for obtaining tax clearance before issuance of Final Acceptance Certificate or before releasing the final 5% retention amount. All firms carrying out works in Nepal are required to be registered at Inland Revenue office. The TDS shall be deducted from the contract amount as per the prevailing rules and regulation (i.e. Income Tax Act and Regulation) of Government of Nepal.	As per the referred clause we understand that for the imported items customs duty shall be reimbursable at a special rate of 1% of CIP on customs entry point value. And VAT for the imported materials shall be exempted and for the materials supplied directly from manufacturing plant in the employers country shall be reimbursed. Please confirm.	refer clause SCC 14 of the bidding document.	
113	Volume I	14.4 Tax Deduction at Source (TDS) As per the law of Nepal the Employer will deduct TDS at the rate as applicable at the time of execution of the contract from each payment to the Contractor and deposit to the Revenue office. The Contractor shall be provided with all details in this regard promptly. The Contractor shall be responsible for obtaining tax clearance before issuance of Final Acceptance Certificate or before releasing the final 5% retention amount. All firms carrying out works in Nepal are required to be registered at Inland Revenue office. The TDS shall be deducted from the contract amount as per the prevailing rules and regulation (i.e. Income Tax Act and Regulation) of Government of Nepal.	There is a favorable Double Taxation Avoidance Agreement (DTAA) available between Government of Nepal and contractor's country (India). We understand that as per the Double Taxation Avoidance Agreement (DTAA) agreement between India and Nepal, Customer should not deduct any taxes while making the payments for offshore supplies scope. Please confirm.	refer clause SCC 14 of the bidding document.	



Clarification 2					
S.N.	Volume/Section	Clause	Clause Description	Bidder's Query	NEA clarifications
114	Volume I	14.1 In the country of Origin The prices bid by the Contractor shall include all taxes, duties and other charges imposed outside the Employer's country on the production, manufacture, sale and transport of the Contractor's Equipment, Plant, Materials and Supplies to be used on or furnished under the Contract, and on the services performed under the Contract. 14.2 In Nepal 14.2.1 Unless otherwise specifically declared in the contract documents, the prices bid by the Contractor and its suppliers and subcontractors shall include business taxes and other taxes except VAT and Custom duty that may be levied in accordance with the laws and regulations in force or in effect in Nepal as of 30 days prior to the closing date for submission of tenders in the Employer's country on the Equipment, Plant, Materials and Supplies (permanent,temporary and consumables) acquired for the purpose of the Contract and on the services performed under the Contract.Whatsoever provisions made in the Contract document shall not relieve the Contractor, its suppliers and subcontractors from their responsibility to pay income tax that may be levied in the Employer's country on profits made by the Contractor, its suppliers and subcontractors in respect of the Contract. 14.2.2 The Project is entitled for concessional 1% custom duty and VAT exemption for the import of Plant & Mandatory Spare Parts to be supplied from abroad in Price Schedule No. 1. The Contractor has to follow all the procedures to import Plant & Mandatory Spare Parts to be supplied from abroad in Price Schedule No. 1. The Contractor shall pay all the taxes and duties applicable at the point of entry (custom). Employer will refund such amount to the Contractor upon submission of the related original documents. However, Employer will not be responsible for any demurrage charges applicable due to delay in custom clearance. 14.3 The unit bid price quoted in the Price Schedule Nos. 2 & 4 are exclusive of VAT. VAT in each supply/progress bill shall be paid to the Contractor and as per law of Nepal he will be responsible for depositing the same to the concerned Revenue office in Nepal. 14.4 Tax Deduction at Source (TDS) As per the law of Nepal the Employer will deduct TDS at the rate as applicable at the time of execution of the contract from each payment to the Contractor and deposit to the Revenue office. The Contractor shall be provided with all details in this regard promptly. The Contractor shall be responsible for obtaining tax clearance before issuance of Final Acceptance Certificate or before releasing the final 5% retention amount. All firms carrying out works in Nepal are required to be registered at Inland Revenue office. The TDS shall be deducted from the contract amount as per the prevailing rules and regulation (i.e. Income Tax Act and Regulation) of Government of Nepal.	<p>Please confirm on the following: We understand that the VAT is exempted for all the items supplied from abroad (to be used in the project) as mentioned in Price Schedule No.1 even when the Contractor bills it from Nepal.</p>	<p>refer clause SCC 14 of the bidding document.</p>	



Clarification 2					
S.N.	Volume/Section	Clause	Clause Description	Bidder's Query	NEA clarifications
115	Volume I	GCC 12	<p>12.1 The Contract Price shall be paid as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement and in the Appendix (Terms and Procedures of Payment) to the Contract Agreement, which also outlines the procedures to be followed in making application for and processing payments.</p> <p>12.2 No payment made by the Employer herein shall be deemed to constitute acceptance by the Employer of the Facilities or any part(s) thereof.</p> <p>12.3 In the event that the Employer fails to make any payment by its respective due date or within the period set forth in the Contract, the Employer shall pay to the Contractor interest on the amount of such delayed payment at the rate(s) shown in the Appendix (Terms and Procedures of Payment) to the Contract Agreement for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.</p> <p>12.4 The currency or currencies in which payments are made to the Contractor under this Contract shall be specified in the Appendix (Terms and Procedures of Payment) to the Contract Agreement, subject to the general principle that payments will be made in the currency or currencies in which the Contract Price has been stated in the Contractor's bid.</p> <p>Section 9- Contract Forms: Appendix 1 - Terms and Procedures of Payment In accordance with the provisions of GCC Clause 12 (Terms of Payment), the Employer shall pay the Contractor in the following manner and at the following times, based on the Price Breakdown given in the section on Price Schedules. Payments will be made in the currencies quoted by the Bidder unless otherwise agreed between the parties. Applications for payment in respect of part deliveries may be made by the Contractor as work proceeds. The procedures to be followed in applying for certification and making payments shall be as follows: The procedures to be followed in applying for certification and making payments are as explained in above respective paras. The Employer shall make payments promptly within forty-five (45) days of submission of an invoice by the Contractor.</p>	<p>Whether foreign bidders/Contractor can receive the entire project payments (including foreign currency- USD and NPR currency- onshore payments) in Nepalese bank account.</p> <p>Please confirm.</p>	Confirm



Clarification 2					
S.N.	Volume/Section	Clause	Clause Description	Bidder's Query	NEA clarifications
116	Volume I		<p>GCC 12</p> <p>12.1 The Contract Price shall be paid as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement and in the Appendix (Terms and Procedures of Payment) to the Contract Agreement, which also outlines the procedures to be followed in making application for and processing payments.</p> <p>12.2 No payment made by the Employer herein shall be deemed to constitute acceptance by the Employer of the Facilities or any part(s) thereof.</p> <p>12.3 In the event that the Employer fails to make any payment by its respective due date or within the period set forth in the Contract, the Employer shall pay to the Contractor interest on the amount of such delayed payment at the rate(s) shown in the Appendix (Terms and Procedures of Payment) to the Contract Agreement for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.</p> <p>12.4 The currency or currencies in which payments are made to the Contractor under this Contract shall be specified in the Appendix (Terms and Procedures of Payment) to the Contract Agreement, subject to the general principle that payments will be made in the currency or currencies in which the Contract Price has been stated in the Contractor's bid.</p> <p>Section 9- Contract Forms: Appendix 1 - Terms and Procedures of Payment</p> <p>In accordance with the provisions of GCC Clause 12 (Terms of Payment), the Employer shall pay the Contractor in the following manner and at the following times, based on the Price Breakdown given in the section on Price Schedules. Payments will be made in the currencies quoted by the Bidder unless otherwise agreed between the parties. Applications for payment in respect of part deliveries may be made by the Contractor as work proceeds.</p> <p>The procedures to be followed in applying for certification and making payments shall be as follows:</p> <p>The procedures to be followed in applying for certification and making payments are as explained in above respective paras. The Employer shall make payments promptly within forty-five (45) days of submission of an invoice by the Contractor.</p>	<p>Please confirm on the following: If the bidder quotes in Consortium, then the Customer shall make the payment to each consortium partner's bank account for the respective scope of works.</p>	<p>Consortium bid is not allowed.</p>
117	Volume I	Permits and Approvals		<p>We understand that NEA shall take all necessary construction licenses of site before the effective date of the contract.</p>	<p>Confirm.</p>



Clarification 2					
S.N.	Volume/Section	Clause	Clause Description	Bidder's Query	NEA clarifications
118	Volume I		<p>14.1 In the country of Origin The prices bid by the Contractor shall include all taxes, duties and other charges imposed outside the Employer's country on the production, manufacture, sale and transport of the Contractor's Equipment, Plant, Materials and Supplies to be used on or furnished under the Contract, and on the services performed under the Contract.</p> <p>14.2 In Nepal 14.2.1 Unless otherwise specifically declared in the contract documents, the prices bid by the Contractor and its suppliers and subcontractors shall include business taxes and other taxes except VAT and Custom duty that may be levied in accordance with the laws and regulations in force or in effect in Nepal as of 30 days prior to the closing date for submission of tenders in the Employer's country on the Equipment, Plant, Materials and Supplies (permanent, temporary and consumables) acquired for the purpose of the Contract and on the services performed under the Contract. Whatsoever provisions made in the Contract document shall not relieve the Contractor, its suppliers and subcontractors from their responsibility to pay income tax that may be levied in the Employer's country on profits made by the Contractor, its suppliers and subcontractors in respect of the Contract.</p> <p>14.2.2 The Project is entitled for concessional 1% custom duty and VAT exemption for the import of Plant & Mandatory Spare Parts to be supplied from abroad in Price Schedule No. 1. The Contractor has to follow all the procedures to import Plant & Mandatory Spare Parts to be supplied from abroad in Price Schedule No. 1. The Contractor shall pay all the taxes and duties applicable at the point of entry (custom). Employer will refund such amount to the Contractor upon submission of the related original documents. However, Employer will not be responsible for any demurrage charges applicable due to delay in custom clearance.</p> <p>14.3 The unit bid price quoted in the Price Schedule Nos. 2 & 4 are exclusive of VAT. VAT in each supply/progress bill shall be paid to the Contractor and as per law of Nepal he will be responsible for depositing the same to the concerned Revenue office in Nepal.</p> <p>14.4 Tax Deduction at Source (TDS) As per the law of Nepal the Employer will deduct TDS at the rate as applicable at the time of execution of the contract from each payment to the Contractor and deposit to the Revenue office. The Contractor shall be provided with all details in this regard promptly. The Contractor shall be responsible for obtaining tax clearance before issuance of Final Acceptance Certificate or before releasing the final 5% retention amount. All firms carrying out works in Nepal are required to be registered at Inland Revenue office. The TDS shall be deducted from the contract amount as per the prevailing rules and regulation (i.e. Income Tax Act and Regulation) of Government of Nepal.</p>	We understand that the VAT on all items for Price Schedule-2, 3 & 4 shall be paid by Contractor and reimbursed by NEA at actuals. Kindly confirm.	as per bidding document.
119	Volume I	Permit and Approvals		Please confirm that Right of Way is in Employer's scope.	refer sr. no 55 of clarification No. 2
120	Volume I	Permits and Approvals		Kindly provide us in details what permits and approvals are to be taken by Contractor in this project. Also let us know in details what are these terms like IEE, EMP mentioned in this clause and please share the related plans for contractor to comply.	The permits and approvals are required as per bidding document. Shall be provided to the successful bidder.



Clarification 2					
S.N.	Volume/Section	Clause	Clause Description	Bidder's Query	NEA clarifications
121	Volume I	Contract Form	<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.</p> <p>(b) The Contractor has submitted to the Employer the performance security and the advance payment guarantee.</p> <p>(c) The Employer has paid the Contractor the advance payment.</p> <p>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 mentioned below:</p> <p>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.</p> <p>(b) The Contractor has submitted to the Employer the performance security and the advance payment guarantee.</p> <p>(c) The Employer has paid the Contractor the advance payment for both portion - offshore and onshore portion</p> <p>(d) The employer has established letter of credit for the full value of contract in favour of contractor.</p> <p>(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>	Provision of Bidding Document remains unchanged
122	Volume I	Contract Form	Section 9 Appendix 1- 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.	refer Section 9 Appendix 1- Payment terms, which is amply clear
123	Volume I	Additional clause	Land Availability	Please confirm whether land is acquired or not by the customer for this whole project.	refer sr. no. 10 of clarification no. 1.
124	Volume I	SCC	Funding Details required	Please confirm : We understand that NEA has signed the financial closure loan agreement .The funding will cover both off shore and on shore portion payments.	Confirm
125	Volume I	SCC	Award of Contract	Kindly confirm Employer to issue two separate Orders, one for Supply and other for Civil & Erection.	Provision of Bidding Document remains unchanged
126	Volume I	SCC	Permits and Approvals- Additional clause	We understand that Contractor shall not be responsible for statutory approvals, tree cutting, forest clearance, site clearances, access to site and right of way. The same shall be in scope of Employer.	Confirm except access to site which is under scope of contractor.



Clarification 2					
S.N.	Volume/Section	Clause	Clause Description	Bidder's Query	NEA clarifications
127	Volume I		<p>ITB- 41. Performance Security and Line of Credit</p> <p>41.1 Within Fifteen (15) days of the receipt of Letter of Acceptance from the Employer, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, as specified below from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal using Sample Form for the Performance Security included in Section 9 (Contract Forms), or another form acceptable to the Employer. The performance security issued by any foreign Bank outside Nepal must be counter guaranteed by Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal.</p> <p>i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent below the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price.</p> <p>ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows: Performance Security Amount = $[(0.85 \times \text{Cost Estimate} - \text{Bid Price}) \times 0.5] + 5\% \text{ of Bid Price}$.</p> <p>The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.</p> <p>Within Fifteen (15) days of the receipt of Letter of Acceptance from the Employer, the successful Bidder shall furnish the Letter of Commitment for Bank's Undertaking for Line of Credit of the amount as specified in the BDS, using Sample Form for the Line of Credit included in Section 9 (Contract Forms) at the time of contract agreement.</p> <p>BDS- ITB- 36.5- The amount of the performance security be increased by Eight (8) percent of the quoted bid price.</p> <p>ITB 36.5 36.5 if the bid for a Unit Rate Contract, which results in the lowest Evaluated Bid Price is seriously unbalanced or front loaded or extremely low in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder as mentioned in BDS to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract or may consider the bid as non-responsive.</p>	We request you to please clarify/provide the Approved Cost Estimate for the project.	refer sr. no. 49 of clarification no. 2
128	Volume I	SCC	Additional Clause- COVID 19	<p>Please add the following as a separate clause:</p> <p>The Parties acknowledge the worldwide outbreak of the COVID-19, which is likely to affect the execution of the Agreement. The Parties agree, that Supplier shall be entitled to reasonable adjustments of the Delivery Schedule/ milestones/ delivery dates as well as to reimbursement of costs to the extent the delay and the costs are caused directly or indirectly by the outbreak of COVID-19.</p>	Please refer clause GCC 37 & GCC 40, which is amply clear
129	Volume I	SCC	Bank Guarantees	In case of award of contract, can a bidder submit the Advance bank guarantee and Performance Bank Guarantee from a bank in India.	Please refer clause GCC 13, which is amply clear



Clarification 2					
S.N.	Volume/Section	Clause	Clause Description	Bidder's Query	NEA clarifications
130	Volume I	SCC	Additional Clause	There is no recourse available to the Contractor for Suspension/ termination in case of non-payment or delayed payment. This is onerous. We request that the Contractor shall be entitled to suspend/ terminate the agreement for non-payment or delayed payment of amounts due to it under the Contract.	as per bidding document.
131	Volume I	SCC 14	Taxes and Duties	In the event of any change in taxes or addition/deletion of statutes in the applicable Taxation laws etc. in the country of the bidder, there shall be impact on the final cost for the project. The Bidder requests that during the contract period, any change in taxes and duties in the country of origin to be re-imbursed by the customer to the contractor for equipment and services strictly against submission of documentary evidence. Please confirm. Bidder requests the above confirmation.	as per bidding document.
132	Volume I	GCC 25.4.1	25.4 Partial Acceptance 25.4.1 If the Contract specifies that Completion and Commissioning shall be carried out in respect of parts of the Facilities, the provisions relating to Completion and Commissioning including the Guarantee Test shall apply to each such part of the Facilities individually, and the Operational Acceptance Certificate shall be issued accordingly for each such part of the Facilities.	Please add the following in the existing clause: a) In case the Substation facilities are put in a) use b) commercial operation partially or fully prior to commissioning of the substation, the provisions relating to Completion and Commissioning including the Guarantee Test shall apply to each such part of the Facilities individually, and the Operational Acceptance Certificate shall be issued and the substation shall be deemed to be accepted by the Employer. The Warranty obligations of the bidder shall commence from the date of commercial operation b) In case there is a delay in charging of substation for delay in availability of the incoming Transmission Lines/other reasons by the Employer for a period of more than 6 months , the Substation s/hall be deemed to be commissioned and the Warranty obligations of the Bidder shall commence subsequently.	Provision of Bidding Document remains unchanged

Clarification 2					
S.N.	Volume/Section	Clause	Clause Description	Bidder's Query	NEA clarifications
133	Volume I	GCC 30	<p>30.1 Except in cases of criminal negligence or willful misconduct,</p> <p>(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</p> <p>(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.</p>	<p>Request you to modify the existing clause as mentioned below:</p> <p>30.1 Except in cases of criminal negligence or willful misconduct,</p> <p>(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, loss of revenue, loss of production, interruption of operations, cost of capital, cost of purchased or replacement power, loss of information and data, damages based on customer's third party contracts, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer, and</p> <p>(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.</p>	Provision of Bidding Document remains unchanged
134	Volume I	SCC 15.2	<p>15. License / Use of Technical Information :</p> <p>The Employer shall however shall have the right to reproduce any or all drawings, documents and other materials furnished to the Employer for the purpose of the Contract and in addition, if required, for operation and maintenance.</p>	<p>For the fulfillment of this clause, the Contractor shall share only the as-built drawings with Customer and not any Proprietary related drawings and documents.</p> <p>Please confirm.</p>	as per bidding document.
135	Volume I	Section 2	Bid Security	<p>Please confirm:</p> <p>We understand that Bid Security shall be addressed to:</p> <p>Tumlingtar-Sitalpati 220 kV Transmission Line Project Transmission Directorate Nepal Electricity Authority Kharipati, Bhaktapur, Nepal</p>	Confirm
136	Volume I	Contract Form	Section 9 Appendix 1- Payment terms	<p>We request to release the last 5% payment against bank guarantee of equivalent amount upon operational acceptance, within 45 days after receipt of invoice. Kindly confirm</p>	Provision of Bidding Document remains unchanged



Clarification 2					
S.N.	Volume/Section	Clause	Clause Description	Bidder's Query	NEA clarifications
137	Volume I	GCC	Taking Over	We understand that Taking over of individual substation are acceptable to NEA. Reconciliation, closure of payment and warranty shall be considered for individual substation wise from the date of Taking over certificate by NEA.	Provision of Bidding Document remains unchanged
138	Volume I	SCC	Insurance	Please confirm whether the entire Insurance has to be taken from Nepalese agency or it can be taken from Abroad.	Counter guaranteed required by Nepalese agency in case of Abroad.
139	Volume I	SCC	Insurance	Please confirm whether the Marine Insurance can be taken from Bidder's country and EAR Insurance from Employer's country.	Counter guaranteed required by Nepalese agency in case of Abroad.
140	Volume I	SCC	Funding Details required	Entire funding of the project is by Government of Nepal. Please confirm.	Confirm
141	Volume I	SCC	SCC 14 Taxes and Duties	Please confirm the following: Concessional Custom duty of 1% shall also be applicable to Contractor's/Bidder's sub vendors also.	refer clause SCC 14 of the bidding document.
142	Volume I	BDS	BDS- ITB 41.1 Letter of Commitment for Bank's Undertaking for Line of Credit shall be of USD 3.1 Million or an equivalent amount in NPR @exchange rate of Nepal Rastra Bank 30 Days prior to the Deadline for Bid Submission.	Please clarify this clause.	Please refer Section-9: Contract Forms, Page 9-21 for Letter of Commitment for Bank's Undertaking for Line of Credit and BDS-ITB 41.1.
143	Volume I	BDS	ITB 35.1 Contractor's proposed subcontracting: Maximum percentage of subcontracting permitted is: 25% of the total contract amount	Please clarify this clause.	The referred clause is amply clear.
144	Volume I	SCC	Funding Details required	Entire payments to Contractor shall come directly from Government of Nepal. Please confirm.	refer sr. no. 37 of clarification no. 1.
145	Volume I	Section 4 Bidding Forms	FORM: POWER OF ATTORNEY FOR JOINT VENTURE (CONSORTIUM)	Please clarify whether the that bidder can submit its own format of POWER OF ATTORNEY FOR JOINT VENTURE (CONSORTIUM) agreement.	refer sr. no. 147 of clarification no. 1.
146	Volume I	Section 4 Bidding Forms	FORM: FOR UNDERTAKING BY THE JOINT VENTURE PARTNERS (CONSORTIUM)	Please clarify whether the that bidder can submit its own format of UNDERTAKING BY THE JOINT VENTURE PARTNERS (CONSORTIUM) agreement.	refer sr. no. 147 of clarification no. 1.
147	Volume I	Section 4 Bidding Forms	FORM: LETTER OF INTENT BY JV PARTNERS TO ENTER INTO JV AGREEMENT (CONSORTIUM)	Please clarify whether the that bidder can submit its own format of LETTER OF INTENT BY JV PARTNERS TO ENTER INTO JV AGREEMENT (CONSORTIUM) agreement.	refer sr. no. 147 of clarification no. 1.

Clarification 2					
S.N.	Volume/Section	Clause	Clause Description	Bidder's Query	NEA clarifications
148	Volume I	SCC	Change in Laws and Regulations 36.1 Add the following after "Contract." in line 12 in this Sub-Clause: However, these adjustments would be restricted to direct transactions between the Employer and the Contractor and not on procurement of raw materials, intermediary components, etc. by the Contractor.	Please delete the clause.	Provision of bidding document remains unchanged
149	Volume II (B)			There are lots of GIS spare items mentioned "3 Nos. of each type 1 No. "like item 2.10 ,2.11 ,2.13. Kindly clarify how many quantity are required.	1 No. mentioned in such item shall be considered as 1 set.
150	Section-I: ITB	ITB 4.3(e): Conflict of Interest	(e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same Sub-contractor in more than one bid;	1. If an OEM bid directly and he also offer his product to other multiple EPC bidders as a supplier. In this case, we understand that it should not come under conflict of interest. We further understand that both OEM and EPC Bidders are eligible to bid and meet this clause	Your understanding is correct.
151	Section-3: EQC	Financial Situation 2.3.2 Average Annual Construction Turnover	As per 2.3.2, Minimum average annual construction turnover of 18.5 MUS\$D, calculated as total certified payments received for construction contracts in progress or completed , within the best three years out of last ten fiscal years. (Bidder shall submit audited financial reports for best three years only)	We observed that there is a contradictory in the requirement in clause No. 2.3.2 of Section-III and FIN-2 of Section-IV, Hence, We presume that we have to submit the documents as per FIN-2 requirement i.e. we need to submit the documents related to " the amounts billed to clients for each year for work in progress or completed.... " which should comply the same	Please refer EQC clause 2.3.2, which is applicable to the query.
152	Section-4: Bidding Forms	Form FIN-2: Average Annual Construction Turnover	As per FIN-2, The information supplied should be the Annual construction Turnover of the Bidder or each member of a JV in terms of the amounts billed to clients for each year for work in progress or completed in NRs or in US Dollars in case of foreign bidders at the rate of exchange at the end of the period reported.	To meet the above, the bidder can submit the Chartered Account Certificate for above figures. Please confirm our understanding.	
153	SCC 14	14.2.2	The Project is entitled for concessional 1% custom duty and VAT Exemption for the import of plant & Mandatory Spare Parts to be supplied form abroad in Price schedule.1	Please clarify that Is it Concessional 1% on Total applicable Custom Duty percentage or special CD of 1%. We understand from the sentence " 1% custom duty and VAT Exemption... " that VAT is Exempted for this project	The referred clause is amply clear.
154	SCC 14	14.4 of SCC	TDS: All firms carrying out works in Nepal are required to be registered at Inland Revenue office. The TDS shall be deducted from the contract amount as per the prevailing rules and regulation (i.e. Income Tax Act and Regulation) of Government of Nepal.	Being foreign bidders, we request you to provide the present TDS % which will be deduct in our invoice. Once the successful bidder register VAT in Nepal, we understand that the above TDS % (percentage) will also be refundable.	as per bidding document and applicable law of GoN.

Clarification 2																																									
S.N.	Volume/Section	Clause	Clause Description	Bidder's Query	NEA clarifications																																				
155	SCC 14	14.3 of SCC	14.3 The unit bid price quoted in the Price Schedule Nos. 2 & 4 are exclusive of VAT. VAT in each supply/progress bill shall be paid to the Contractor and as per law of Nepal he will be responsible for depositing the same to the concerned Revenue office in Nepal.	Being foreign bidders, we request you to provide the present VAT %.	as per bidding document and applicable law of GoN.																																				
156	ROW	3.10.3 of Section IV – Chapter 3	The forest lands shall be acquired by taking approval from the government. The contractor with the support of NEA shall carry out the cadastral survey for the purpose of obtaining Row clearance by NEA, liaison with, office of Chief District Officer, District Survey office and District Land management and revenue office and other departments as necessary for identifying the land parcel and permanent structure owned by public as well as private individuals on the Right of Way of the Transmission Line for estimating compensation.	As you mentioned, ROW & forest clearance is in NEA Scope. Therefore, we understand that payment for Crop compensation, Land compensation, National/Road/Local Road clearance, river clearance, forest clearance, local villagers land clearance will be paid by NEA directly to concerned persons or concern Authority. Please confirm the same.	Adhere to the technical specification which is amply clear.																																				
157	Completion Time Guarantee	26.0 of SCC	26.2 Applicable rate for liquidated damages: 0.05 % of the Contract price per each day for such delay. Maximum deduction for liquidated damages: ten percent (10%) of the Contract Price.	During the execution of contract, if the delay of contract completion due to NEA due to handling ROW or clearances or any reasons, the successful bidder will get the time limit extension of contract period and will not levy any LD	as per bidding document.																																				
158	Volume II (B)	Chapter 5- Technical Specification of Transformer, PAG E-138	Parallel Operation	For parallel operation with existing transformer, the impedance, OLTC connection & range and the winding configuration (if necessary) is to be matched. Kindly provide the impedances at all taps for the existing transformer	Adhere to the technical specification which is amply clear.																																				
159	Volume II (B)	Chapter 5- Technical Specification of Transformer, PAG E-136	Impedance HV - LV	As per specification it is not possible to achieve impedance. Max voltap = 10.3% (+/-15% tol) tap1 Principal tap = 12.5% (+/-7.5% tol) tap5 Min. Voltage tap = 15.4% (+/-15% tol) tap17 The above mentioned is possible.	refer sr. no. 12 of clarification no. 2																																				
160	Power Transformer Impulse withstand voltage	Chapter 5- Technical Specification of Transformer, PAG E-136 & Chapter 2 - General Technical Requirement	<table border="1"> <tr> <td>Lightning impulse withstand Voltage</td> <td></td> <td></td> </tr> <tr> <td>HV</td> <td>kVp</td> <td>550</td> </tr> <tr> <td>LV</td> <td>kVp</td> <td>170</td> </tr> <tr> <td>Neutral</td> <td>kVp</td> <td>95</td> </tr> <tr> <td>Switching impulse withstand Voltage</td> <td></td> <td></td> </tr> <tr> <td>HV</td> <td>kVp</td> <td>460</td> </tr> <tr> <td>One Minute Power Frequency withstand Voltage</td> <td></td> <td></td> </tr> <tr> <td>HV</td> <td>kVrms</td> <td>230</td> </tr> <tr> <td>LV</td> <td>kVrms</td> <td>70</td> </tr> <tr> <td>Neutral</td> <td>kVrms</td> <td>38</td> </tr> <tr> <td>Full wave impulse withstand voltage (1.2/50 micro sec.)</td> <td>650 kVp</td> <td>170 kVp</td> </tr> <tr> <td>One minute power frequency dry and wet withstand voltage (rms)</td> <td>275kV</td> <td>70kV</td> </tr> </table>	Lightning impulse withstand Voltage			HV	kVp	550	LV	kVp	170	Neutral	kVp	95	Switching impulse withstand Voltage			HV	kVp	460	One Minute Power Frequency withstand Voltage			HV	kVrms	230	LV	kVrms	70	Neutral	kVrms	38	Full wave impulse withstand voltage (1.2/50 micro sec.)	650 kVp	170 kVp	One minute power frequency dry and wet withstand voltage (rms)	275kV	70kV	Kindly specify exact requirement?	refer sr. no. 13 of clarification no. 2
Lightning impulse withstand Voltage																																									
HV	kVp	550																																							
LV	kVp	170																																							
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Clarification 2					
S.N.	Volume/Section	Clause	Clause Description	Bidder's Query	NEA clarifications
161	General			Minimum ambient air temperature?	refer clause 6 of Chapter 1–Project Specific Requirement of Volume II(B)
162	Line terminal AC withstand voltage test (LTAC)	Chapter 5– Technical Specification of Transformer	As per specification LTAC test to conducted on transformer for that requirement	due to unavailability of voltage source as IV was 230 kvrms, please confirm we can provide Unloaded Tertiary winding of 33kV to fulfil the testing requirement.	As per the requirement of technical specification
163	GIS Manufacturer QR	Evaluation and qualification criteria 2.7 Manufacturers/ Subcontractors	Must have designed, manufactured, tested, supplied, at least two (2) GIS substations having cumulatively Twenty (20) circuit breaker bays of 220 kV or above and 40 kA short circuit level or higher, which should be in successful operation.	we request you to please amend the qualification as follow:- Must have designed, manufactured, tested, supplied, at least two (2) GIS substations having cumulatively Ten (10) circuit breaker bays of 220 kV or above and 40 kA short circuit level or higher, which should be in successful operation.	Provision of bidding document remains unchanged
164	General	General	Approved Vendor list for all Civil & Structural Items including PEB	Please furnish approved Vendor list of all Civil and Structural Items including Pre-Engineered Building (PEB)	Shall be decided during detail design engineering.
165	Site visit	General	GPS Co-coordinates of Boundary corners.	Please furnish exact GPS Co-ordinates of all corners of boundary for the proposed 220kV(GIS)/ 132/33/11 kV AIS Sitalpati SS	It is under the scope of Bidder.
166	i) BID Document-Tumlingtar-Sitalpati 220KV SS Project/Section 6 - Employer's Requirements/Chapter 1 –Project Specific Requirement (PSR)/ 13.0 SPECIFIC REQUIREMENT ii) Civil Price bid Sch-4B.2-Part-A	i) 13.9/ Pdf Page no-788 ii) Sr.No-8	Ambiguity for considering in Grade of Reinforcement steel (TMT)	A) We have found some ambiguity in Grade of Reinforcement steel (TMT)... As per Sch-4B.2-Part-A/Sr.No-8 & Section 6 - Employer's Requirements/Chapter 1 –Project Specific Requirement (PSR)/ 13.0 SPECIFIC REQUIREMENT/ 13.9/ Pdf Page no-788..... Grade of TMT is Fe-500 whereas, Based on Chapter 16 –Civil Works/13.0 REINFORCEMENT STEEL/PDF page No-1338, Grade of TMT is Fe 500D. Please confirm which one to be considered. B) Further we have not envisaged Corrosion resistance steel or Fusion bonded steel or Epoxy quoted TMT. Please confirm.	A) 500D Grade of Reinforcement steel (TMT) shall be used. (B) Not Required.
167	General	General	Tender Purpose Soil Investigation report & soil Resistivity report	Please furnish the soil investigation and Soil resistivity report of proposed 220kV(GIS)/ 132/33/11 kV AIS Sitalpati SS or else please furnish the below details, 1) Bore log graph showing various types of soil strata up to mini. 10m depth from NGL 2) Sub-soil water condition and depth of Water Table encountered from NGL.	refer sr. no. 79 of clarification no. 1.
168	General	General	Contour map, Required FGL (Finished Ground level) for each switchyard (i.e. 220KV/132KV/33KV/11KV etc.) & HFL (High flood Level)	Please furnish Contour map, Required FGL (Finished Ground level) for each switchyard (i.e. 220KV/132KV/33KV/11KV etc.) & HFL (High flood Level).	refer sr. no. 65 of clarification no. 2.



Clarification 2					
S.N.	Volume/Section	Clause	Clause Description	Bidder's Query	NEA clarifications
169	Site visit	General	Dismantling/Demolishing works at Proposed 220kV(GIS)/132/33/11 kV AIS Sitalpati SS	We understand the proposed Sitalpati Substation is Green Field, Hence we have not envisaged any kind of dismantling/Demolishing works. Please confirm.	refer sr. no. 17 of clarification no. 1.
170	Site visit	General	Dismantling/Demolishing works for existing chain-link fencing at Existing 220KV AIS, Tumlingtar SS	We understand there is no requirement of dismantling/Demolishing of Chain-link fence in existing Tumlingtar Substation as there is no separate item related in PBS. Or else please re-confirm in which item of PBS, the same shall be considered.	refer sr. no. 95 of clarification no. 1.
171	BID Document-Tumlingtar-Sitalpati 220KV SS Project/Chapter 16 –Civil Works, I) 18 GENERAL BUILDING DESIGN CONSIDERATIONS ii) 20.0 DESIGN OF FOUNDATIONS FOR BUILDINGS & OTHER SWITCH YARD STRUCTURES	i) 18.9/Pdf page No 1348 ii) 20.2/ Pdf page No 1350	Ambiguity in Finished Floor levels for all Buildings for Proposed Sitalpati SS	We have found some ambiguity for FFL for all buildings... Based on the mentioned references, please re-confirm the FFL (Finished Floor level) for all Buildings- 600mm or 750mm.	refer sr. no. 90 of clarification no. 1.
172	Site visit	General	Pile foundation	We have not envisaged Pile foundation for any kind of Structure. Please confirm.	refer sr. no. 87 of clarification no. 1.
173	Site visit	General	Space for contractor Site office, store, labour colony etc.	We understand, 1)The NEA shall provide free space for contractor Site office, store, labour colony etc. within plot boundary premises. Please confirm. 2) The NEA shall provide Electricity at single point on chargeable basis. Please confirm.	refer sr. no. 3 & 4 of clarification no. 1.
174	BID Document-Tumlingtar-Sitalpati 220KV SS Project/Section-6/XXIX) Civil works	t/pdf page no 778	construction of open yard store surrounded by fence	There is no separate line item regarding "construction of open yard store surrounded by fence". We understand all required work shall be considered as per individual line items mentioned in Price bid.	confirm
175	BID Document-Tumlingtar-Sitalpati 220KV SS Project/Chapter 1 –Project Specific Requirement/5.0 Specific Exclusion	boundary wall along substation	Security around the Substation Boundary	Since, Boundary wall is not in Bidder's scope as per specific exclusion we understand that boundary wall is already constructed or will be constructed on or before commencement of execution of proposed Substation work to take care of theft and other security issues. Please confirm.	Confirm, It shall be the responsibility of contractor to secure property.

Clarification 2					
S.N.	Volume/Section	Clause	Clause Description	Bidder's Query	NEA clarifications
176	BID Document-Tumlingtar-Sitalpati 220KV SS Project/Chapter 1 -Project Specific Requirement/13.0 SPECIFIC REQUIREMENT	13.3 SCADA System	new SCADA System for 220 bays under present scope at Tumlingtar substations	Since new SCADA System for 220 bays under present scope at Tumlingtar substations shall be in scope of contractor into existing SCADA system of Siemens installed at Master Station i.e. Nepal Electricity Authority Load Dispatch Centre (located in Siuchatar, Kathmandu), please furnish the related drawings, documents and system files for further assessment.	Shall be provided to the successful bidder.
177	General	General	Construction of rainwater harvesting	We understand the construction of rainwater harvesting is not in Bidder's scope. Please confirm.	Confirm
178	BID Document-Tumlingtar-Sitalpati 220KV SS Project/Chapter 1 -Project Specific Requirement/6. PHYSICAL AND OTHER PARAMETERS/6.2 The substation area for	Pdf Page No-783	Land for substation has been already acquired	We understand Land with the same that land is already in Possession with NEA, hence, Encumbrance free land will be handed over to the bidder. Please confirm.	refer sr. no. 10 of clarification no. 1.
179	Volume II (A) Section-6	220kV existing Tower drawings		Please confirm, if the tender drawings attached are of actual tower drawings for referring the tower dimensions. If not, please provide the outline diagram for 220kV already existing towers for our understanding.	Confirm
180	Volume II (A)	Chapter-1 , Cl: 1.29/Drawings and Bill of Material		We understand 220 KV DA,DB,DC and DD towers drawings shall be provide by NEA. Special tower, Multicircuit tower, Dwarf Tower and River crossing towers are to be designed by bidder as per site condition. Hence the detailed documentation of these towers shall be provided during execution stage. Hence there is no requirement of design claculations or drawings to be submitted along with the bid. Please confirm.	Confirm



Clarification 2					
S.N.	Volume/Section	Clause	Clause Description	NEA clarifications	
181	Volume II (A)	Chapter-4		<p>(i) When special towers are designed as multicircuit towers, design considerations are not specified in the chapter. Please provide the same.</p> <p>(2) Please confirm if bidder need to perform the type testing of river crossing towers as mentioned in Schedule 3A.item 3.3</p> <p>(3) Understand that, the latest revision of IS 802-Part1/Sec-1:2015 and IS 802-Part1/Sec-2 :2016 can be considered for design of new towers and validation of existing towers.</p>	<p>(i) Multicircuit tower and special tower are different.</p> <p>(2) Please refer sr. no. 1 of clarification No. 2.</p> <p>(3) Confirm</p>
182	Volume II (A)	Section-1		<p>Please provide the configuration for Dwarf tower details</p> <p>Also, understand that electrical clearance values of new design towers shall be as per latest revision of IS5613. Please confirm.</p>	Shall be decided during detail design engineering.
183	Volume II (A)	Section-1, Cl:3.1.2, (f) and (g)		<p>(i) Please confirm, if PLS backup for client given tower drawings shall be shared by the employer during execution stage. If not, please confirm whether loading details (wire,wind,seismic) for the tower will be shared by the employer for preparation of tower 3D model.</p> <p>2. Please confirm, if detail tower drawings (GA/BOM/Shop/FST) in soft copy (Autocad file) will be provided to the successful bidder during execution stage.</p> <p>3.Please confirm if after 3D modelling of existing towers, validation document has to be submitted In case of strengthening/modification of existing tower or foundations, please confirm the modality of approval.</p>	<p>(i) confirm</p> <p>2. The data provided shall be in PDF format.</p> <p>3. The modality of approval shall be as per bidding document.</p>
184	Volume II (A)	Section-1, Cl:3.1.2, (I)		Please confirm if antitheft bolts are envisaged for the existing towers and new design towers.	Confirm
185	Volume II (A) Section-6	Section-3,Table 1.48		Please confirm whether the values mentioned are for Angle or internal friction or frustum angle which is to be considered in designing foundations for uplift.	The mentioned value in the referred table is the angle of internal friction. This is the preliminary data for foundation design however geotechnical investigation shall be carried out to find out the actual values of angle of friction to validate the foundation design.
186	Price Schedule	Schedule 3A		In item 3.2 , Design, proto Assembly and testing of Truncated Tower is mentioned. We understand there shall be only one type of Tower to be designed and Tested. Please confirm.	Confirm.
187	Price Schedule	Schedule 3A		In item 3.2 , Design, proto Assembly and testing of Multi Circuit Tower is mentioned. Please provide the types of Multi Circuit Tower to be designed and tested.	Four circuit deadend multicircuit tower.
188	Price Schedule	Schedule 3A		In item 3.3 , Design, proto Assembly and testing of Special Tower is mentioned. Please provide the types of Special Tower to be designed and tested.	Please refer sr. no. 1 of clarification No. 2.



Clarification 2				
S.N.	Volume/Section	Clause	Clause Description	NEA clarifications
189	Evaluation and Qualification	2.7 - Manufacturers/ Subcontractors		We understand that Manufacturers/Subcontractors may be qualified based on the credentials of the respective parent/collaborator/holding company also As per bidding document.
190	General		<p>Transportation up to Tumlingtar site is feasible and the remaining 17 km to Sitalpati site will be challenging as the road condition is unmotorable. We further understand that the last 5-7km stretch leading to Sitalpati site the road is not available for Vehicle transportation. This will pose major challenges to transport of goods and equipment to site as per requirement.</p> <p>We request you to kindly confirm if the Hon' Government of Nepal has any plans of developing this stretch of road in the immediate future.</p> <p>As the road development activity is not directly associated to the main works and we cannot start the main works without access to site, we propose that the start date of the contract may be considered from availability of developed road conditions and the contract duration shall be extended by NEA accordingly during execution of the contract.</p> <p>We request you to kindly accept and confirm the above to enable us to prepare our most competitive bid.</p>	request not accepted. Please refer the last sentence of the clause no- 4.4, Chapter -1 (Project Specification Requirement), Volume II(B)-Section VI: Employer's Requirements of Substations.