

Nepal Electricity Authority
Grid Substation Automation Project Phase 2

Clarification No: 01

OCB No and Title : Tender No: PMD/EGMP/GSAPP2-78/79-01 (Procurement of Plant for Design, Supply, Installation, Integration, Testing and Commissioning of Substation Automation System (SAS) for Existing Grid Substations of six-grid division office across Nepal.)

S.N	Volume/Section	Clause no.	Clause Description	Clarification Required	NEA Response
1	Vol-1, Sec-8: Special Conditions of the Contract	7. Scope of Facilities 7.3	The Contractor agrees to supply spare parts and after sales service for a period of years: 10 Years	Cost of the OEMs provides support upto 7 years so we request customer to limit the support period upto 7 years in place of 10 years.	As per bid document.
2	Vol-1, Sec-8: Special Conditions of the Contract	7. Scope of Facilities 7.4	in addition, in the event of termination of the production of spare parts, advance notification will be made to the Employer of the pending termination, with sufficient time to permit the Employer to procure the needed requirement. Following such termination, the Contractor will furnish to the extent possible and at no cost to the Employer the blueprints, drawings and specifications of the spare parts, if requested. The contractor shall supply the spare parts and after sales service for above period and shall provide full service and cooperation during integration of SAS system from other manufacturer.	This is possible in the event of new device which will be integrated in the system, and if configuration of such device remains same and no modification required in the SCADA system. Otherwise it would be charged as per the price for the integration of new bay in the existing substation. We request you to add this new item in the BoQ in "Schedule No. 4 : Installation and Other Services" so that unit rate can be provided.	As per bid document.
3	Vol-1, Sec-8: Special Conditions of the Contract	11. Contract Price 11.2	Price escalation is not applicable; this is a firm price Contract.	We understand that quantity variation is applicable without any threshold value. It is also understood that any Change in Contract Elements , Unforeseen Conditions, Change in Laws and Regulations, war risks and Force majeure will not cover under clause no 11.2 of Special condition of contract . Please confirm	As per Bid Document, this is a firm price contract and any price escalation for reasons whatsoever is not possible.
4	Vol-1, Sec-8: Special Conditions of the Contract	14. Taxes and Duties 14.5.2 In Nepal Import License:	The Employer will assist the Contractor to obtain necessary permits for import of such equipment and materials into Nepal. Import license fees or any other charges shall be at the cost of the Contractor. The Contractor shall be responsible for transport from the Port of disembarkation to the Site or location of the Works.	We request customer to please elaborate the "any other charges" as mentioned in requirement.	It refers to any charges or fees incurred or to be paid to department/or body of the government of Nepal except taxes and duties that shall be reimbursed by NEA.



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5	Vol-1, Sec-8: Special Conditions of the Contract	15. License / Use of Technical Information:	The copyright in all drawings, documents, and other materials containing data and information furnished to the Employer in due course of design of the projects by the Contractor herein shall remain vested in the Employer.	We request customer to clarify that this should applicable only be for drawings - documents and other materials and information developed specifically for the customer - and any other information shall not come under this clause.	Confirmed. All the design/drawings or technical information related to this project only.
6	Vol-1, Sec-9: Contract Forms	Appendix 1 - Terms and Procedures of Payment		1) We request customer to please clarify whether there will be a single contract for works and AMC. Or whether two separate contracts one for works and other for AMC will be placed by customer. 2) In case of separate contracts, will there be a cross default between the work contract and the AMC contract.	This is a single contract work
7	Vol-1, Sec-9: Contract Forms	Appendix 1 - Terms and Procedures of Payment		if there are 2 contracts, We understand that Limitation of liability each contract will be capped to the contract price of respective contract and not capped to the sum of contract price of both contract. We request customer to confirm.	This is a single contract work
8	Vol-1, Sec-9: Contract Forms	Appendix 1 - Terms and Procedures of Payment	Supply : 10% in advance against equivalent amount of invoice & irrevocable BG 70% of total or pro rata CIP after receipt of invoice and shipping documents 5% of the total or pro rata CIP or amount upon issue of the Completion Certificate within 45 days after receipt of invoice. 10% of the total or pro rata CIP or amount upon issue of the Operational Acceptance Certificate, within 45 days after receipt of invoice 5% of the total or pro rata CIP or amount upon successful completion of AMC period in equal quarterly installment Erection: 10% of total CIP in advance against equivalent amount of invoice & irrevocable BG 70% of total or pro rata after receipt of invoice 5% upon issuance of completion certificate 10% upon issue of the Operational Acceptance Certificate, within 45 days after receipt of invoice 5% upon successful completion of AMC period in equal quarterly installment	Supply : 10% in advance against equivalent amount of invoice & irrevocable BG 70% of total or pro rata CIP after receipt of invoice and shipping documents 15% of the total or pro rata CIP or amount upon issue of the Completion Certificate of individual bay within 45 days after receipt of invoice. 5% of the total or pro rata CIP or amount upon issue of the Operational Acceptance Certificate, of individual bay, within 45 days after receipt of invoice 5% of the total or pro rata CIP or amount upon successful completion of AMC period in equal quarterly installment Erection: 10% of total CIP in advance against equivalent amount of invoice & irrevocable BG 70% of total or pro rata after receipt of invoice 15% upon issuance of completion certificate of individual bay 5% upon issue of the Operational Acceptance Certificate, of individual bay within 45 days after receipt of invoice 5% upon successful completion of AMC period in equal quarterly installment AMC & Training Charges Payment Terms : Payment terms for AMC & Training are not clear , request you to please clarify payment terms of AMC & Training Charges for Schedule 4c,4b,4d.	As per Bid Document



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9	Vol-1	Appendix 2	Price adjustment	<p>We would like to inform that unprecedented cost rise of the commodity items like Copper, CRGO , Oil, Steel, Aluminum etc. The LME Copper has increased by ~75%, CRGO has increase by ~ 40%, MS Steel has increase by ~ 60% in the last one year and there is a double-digit price increase for other commodities. Still market is not stabilised & uncertain. Material equipment's /material under this package are also impacted. Keeping in view of price variation & present geo political crises it is possible to bid with only variable prices , hence we propose for the variable prices as per IEEMA formula.</p> <p>We further add that material prices are changing drastically on daily basis & project with duration of 900days, bidder is unable to maintain firm price for such long duration, we request NEA to consider price with variable basis and provide price adjustment formula.</p>	As per Bid Document, this is a firm price contract.
10	Vol-1	Appendix 6	Scope of Works and Supply by the Employer	Kindly provide the applicable charges or NEA rules for the facilities and supplies being arranged by NEA.	As per bid document "Unless otherwise indicated, all personnel, facilities, works, and supplies will be provided free of charge to the Contractor.
11	Vol-1	ITB Clause 34.1 (b)	Detailed Evaluation of Technical Bids	We will supply spares parts as per list and quantity given in the price schedule only. No other spares shall be in our scope. Please confirm.If any additional spares required kindly provide list.	No any extra spare parts shall be required to provide other than listed in schedule -1, by the contractor unless specified in the respective technical specifications (Vol-2).
12	Vol-1	GCC Clause 10.2	Employer Responsibilities - Handing over of Site and Right to way to the Site	We understand that in the event of delay in handover of Site due to delay by Employer under GCC Clause 10, we would be entitled to claim extension of time with costs under Clause 40 of the GCC. Please confirm.	As per Bid Document.



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13	Vol-1	Section 7 - General Conditions of Contract, Clause 7.3 & Section 8 - Special Conditions of Contract 7.3	The Contractor agrees to supply spare parts for a period of years: 10 Years. 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.	(i) we will ensure to keep the availability of mandatory spares parts. However, we understand that time duration to do so needs to be practically feasible. Technology is continuously evolving and maintaining spares inventory for such a long period is not practical. Requesting NEA to change period from 10 years to 2 year of DLP Period li) With respect to the requirement of sharing all drawing and technical information of spares – We can only share non-proprietary drawings. We can provide alternate source for the spares or provide the spares from another factory.	Please refer to clarification serial no. 1 and 2
14	Vol-1	Section 7 - General Conditions of Contract, Clause 15.1	License/ Use of Technical Information- For the operation and maintenance of the Plant, the Contractor hereby grants a non-exclusive and nontransferable license (without the right to sublicense) to the Employer under the patents, utility models, or other industrial property rights owned by the Contractor or by a third party from whom the Contractor has received the right to grant licenses thereunder, and shall also grant to the Employer a nonexclusive and nontransferable right (without the right to sublicense) to use the know-how and other technical information disclosed to the Employer under the Contract. Nothing contained herein shall be construed as transferring ownership of any patent, utility model, trademark, design, copyright, know-how, or other intellectual property right from the Contractor or any third party to the Employer.	We propose following: For the operation and maintenance of the Plant, the Contractor hereby grants a non-exclusive and non-transferable license (without the right to sublicense) to the Employer under the patents, utility models, or other industrial property rights owned by the Contractor or by a third party from whom the Contractor has received the right to grant licenses thereunder, and shall also grant to the Employer a nonexclusive and non-transferable right (without the right to sublicense) to use the know-how and other technical information disclosed to the Employer under the Contract for the operation and maintenance of the Plant.	As per Bid Document.



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15	Vol-1	Section 7 - General Conditions of Contract, Clause 15.2	The copyright in all drawings, documents, and other materials containing data and information furnished to the Employer by the Contractor herein shall remain vested in the Contractor or, if they are furnished to the Employer directly or through the Contractor by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.	We propose following: The copyright in all drawings, documents, and other materials containing data and information furnished to the Employer by the Contractor herein shall remain vested in the Contractor or, if they are furnished to the Employer directly or through the Contractor by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party. However, the Employer shall be obligated to use such drawings, documents and other material for the intended purpose only and shall indemnify and keep Contractor indemnified against any losses, claims, damages, penalty and compensation arising out of or in connection thereto.	As per Bid Document.
16	Vol-1	Section 7 - General Conditions of Contract, Clause 16	Confidential Information	We understand that in absence of any specified protection period, the obligation of confidentiality shall survive for 2 years. Please confirm.	As per Bid Document.
17	Vol-1	Section 7 - General Conditions of Contract, Clause 20.3.1	The Contractor shall prepare or cause its Subcontractors to prepare, and furnish to the Project Manager the documents listed in the Appendix (List of Documents for Approval or Review) to the Contract Agreement for its approval or review as specified and in accordance with the requirements of GCC Subclause 18.2 (Program of Performance).	The Employer shall not share any proprietary information, drawings, designs etc., produced or developed by the contractor for this Project. Requesting NEA to amend the clause accordingly.	As per Bid Document.
18	Vol-1	Section 7 - General Conditions of Contract, Clause 21.2.2	Upon receipt of such item, the Contractor shall inspect the same visually and notify the Project Manager of any detected shortage, defect, or default. The Employer shall immediately remedy any shortage, defect, or default, or the Contractor shall, if practicable and possible, at the request of the Employer, remedy such shortage, defect, or default at the Employer's cost and expense.....	We understand that there shall be no employer supplied material under this contract and hence this clause shall not be applicable. However if Employer supplied material, we understand that Time for Completion shall be extended accordingly in the event of delay on account of the Employer as per clause 40.1 (e).	Confirmed
19	Vol-1	Section 7 - General Conditions of Contract, Clause 22.6	If the work done or caused to be done by the Employer is work that the Contractor was liable to do at its own expense under the Contract, the reasonable costs incurred by the Employer in connection therewith shall be paid by the Contractor to the Employer.	We Propose following: If the work done or caused to be done by the Employer is work that the Contractor was liable to do at its own expense under the Contract, the reasonable actual costs incurred by the Employer in connection therewith shall be paid by the Contractor to the Employer.	As per Bid Document.



20	Vol-1	Section 7 - General Conditions of Contract, Clause 25.0	Commissioning and Operational Acceptance	We are assuming that in this description Completion Certificate & Operational Acceptance Certificate will be furnish after individual Substation completion & comissioning respectively	Commissioning and Operational acceptances shall be provided line item wise.
21	Vol-1	Section 7 - General Conditions of Contract, Clause 27.2 & SCC 27.0	The Defect Liability Period shall be 540 days from the date of Completion of the Facilities (or any part thereof) or 1 year from the date of Operational Acceptance of the Facilities (or any part thereof),whichever first occurs, unless specified otherwise in the SCC pursuant to GCC Subclause 27.10 The critical components covered under the extended defect liability are SAS System, and the period shall be 2 years.	DLP period starts immediately after commissioning of individual S/s. For SAS we are understanding that total DLP period is 2yrs.after completion of facilities	DLP period is 2yrs.from the date of Operational Acceptance for Complete SAS System and protection relays.
22	Vol-1	Section 7 - General Conditions of Contract, Clause 27.8	If the Facilities or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by the Employer because of any of the aforesaid reasons.	We request that warranty for replaced items shall have a cut-off date beyond which all obligations of Contractor for warranty shall cease to exist. The existing clause may result in evergreen warranty obligations for contractor.	As per Bid Document.



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23	Vol-1	Section 7 - General Conditions of Contract, Clause 27.9	Except as provided in GCC Clauses 27 and 33, the Contractor shall be under no liability whatsoever and howsoever arising, and whether under the Contract or at law, in respect of defects in the Facilities or any part thereof, the Plant, design, or engineering, or work executed that appear after Completion of the Facilities or any part thereof, except where such defects are the result of the gross negligence, fraud, criminal, or willful action of the Contractor.	<p>We propose following: Except as provided in GCC Clauses 27 and 33, the Contractor shall be under no liability whatsoever and howsoever arising, and whether under the Contract or at law, in respect of defects in the Facilities or any part thereof, the Plant, design, or engineering, or work executed that appear after Completion of the Facilities or any part thereof, except where such defects are the result of the gross negligence, fraud, criminal, or willful misconduct action of the Contractor. Willful action needs to be changed to willful misconduct. Definition should be as provided below:</p> <p>1.1 "Willful Misconduct" means, on the part of a Party's Managerial or Senior Supervisory Personnel, an intentional and wrongful act, or an intentional and wrongful omission of some act, in either case with the intent to inflict damage or injury.</p> <p>1.2 "Managerial or Senior Supervisory Personnel" means any person employed by a party that is not an hourly worker, clerk, craft labourer, mechanic, foreman, subcontractor, engineer, inspector, Technical Advisor ("TA"), TA Site Manager, Customer Performance Manager, first level of managerial or supervisory personnel, or Senior Supervisory Personnel, an intentional and wrongful act, or an intentional and wrongful omission of some act, in either case with the intent to inflict damage or injury.</p>	As per Bid Document.
24	Vol-1	Section 7 - General Conditions of Contract, Clause 29.1	Such indemnity shall not cover any use of the Facilities or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the Facilities or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Contractor, pursuant to the Contract Agreement.	<p>Please add the below to clause 29.1:</p> <p>Notwithstanding anything contained in the Contract, the Contractor shall have no obligation or liability with respect to any Claim based upon (a) Products or Services that have been modified, or revised, (b) failure of Employer to implement any update provided by Contractor that would have prevented the Claim, or (c) Products or Services made or performed to Employer 's specifications.</p> <p>For avoidance of any doubt each party shall retain ownership of all confidential information and intellectual property it had prior to the contract. All rights in and to products not expressly granted to Employer are reserved by contractor. All new intellectual property conceived or created by contractor in the performance of this contract, whether alone or with any contribution from Employer, shall be owned exclusively by contractor. Employer agrees to deliver assignment documentation as necessary to achieve that result.</p>	As per Bid Document.



25	Vol-1	Section 7 - General Conditions of Contract, Clause 30.1(b)	<p>The aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the amount resulting from the application of the multiplier specified in the SCC, to the Contract Price or, if a multiplier 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>We propose following:</p> <p>The aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the amount resulting from the application of the multiplier specified in the SCC, to the Contract Price or, if a multiplier 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>There should not be exceptions to the limit of liability for the cost of repairing and replacing defective equipment. This should be a part of the limitation of liability. Please modify.</p> <p>The terms Gross Negligence and Willful Misconduct shall have following meaning:</p> <p>1.3 "Gross Negligence" means tortious acts or omissions by Seller's Managerial or Supervisory Personnel, well in excess of negligence and amounting to an intentional disregard of a grave, known risk, where such disregard constitutes an extreme deviation from even minimal care.</p> <p>1.4 "Willful Misconduct" means, on the part of a Party's Managerial or Senior Supervisory Personnel, an intentional and wrongful act, or an intentional and wrongful omission of some act, in either case with the intent to inflict damage or injury.</p>	As per Bid Document.
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26	Vol-1	Section 7 - General Conditions of Contract, Clause 33.1	The Contractor shall indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any or loss of or damage to any property, arising in connection with the supply and installation of the Facilities and by reason of the negligence of the Contractor or its Subcontractors, or their employees, officers or agents, except any injury, death or property damage caused by the negligence of the Employer, its contractors, employees, officers or agents.	<p>We Propose following:</p> <p>The Contractor shall indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any Third party or loss of or damage to any third party property, arising in connection with the supply and installation of the Facilities and by reason of the negligence of the Contractor or its Subcontractors, or their employees, officers or agents, except any injury, death or property damage caused by the negligence of the Employer, its contractors, employees, officers or agents.</p> <p>Please add the following as Clause 33.1:</p> <p>Employer (as an "indemnifying party") shall indemnify the contractor (as an "indemnified party") from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, to the extent caused by the negligence of the indemnifying party in connection with this contract. In the event the injury or damage is caused by joint or concurrent negligence of the Employer and contractor, the loss or expense shall be borne by each party in proportion to its degree of negligence. For purposes of contractor's indemnity obligation, no part of the products or site is considered third party property.</p>	As per Bid Document.
27	Vol-1	Section 7 - General Conditions of Contract, Clause 34.1	To the extent specified in the Appendix (Insurance Requirements) to the Contract Agreement, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified in the said Appendix. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, who should not unreasonably withhold such approval.	To the extent specified in the Appendix (Insurance Requirements) to the Contract Agreement, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified in the said Appendix. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, who should not unreasonably withhold such approval.	As per Bid Document.



28	Vol-1	Section 7 - General Conditions of Contract, Clause 34.1 (b)	Covering physical loss or damage to the Facilities at the Site, occurring prior to Completion of the Facilities, with an extended maintenance coverage for the Contractor's liability in respect of any loss or damage occurring during the Defect Liability Period while the Contractor is on the Site for the purpose of performing its obligations during the Defect Liability Period.	As upon completion of switchyard all the installation activities shall be over and considering the same we propose that Installation all risks insurance will be effective till TOC, beyond that it should be covered under client's property insurance. Please confirm.	As per Bid Document.
29	Vol-1	Section 7 - General Conditions of Contract, Clause 34.1 (c)	Third Party Liability Insurance Covering bodily injury or death suffered by third parties including the Employer's personnel, and loss of or damage to property occurring in connection with the supply and installation of the Facilities.	As Employee's personnel shall be covered in Employee's own insurance program, we request to amend the clause as below: Third Party Liability Insurance Covering bodily injury or death suffered by third parties including the Employer's personnel ; and loss of or damage to property occurring in connection with the supply and installation of the Facilities.	As per Bid Document.
30	Vol-1	Section 7 - General Conditions of Contract, Clause 34.1 (f)	Employer's Liability In accordance with the statutory requirements applicable in any country where the Contract or any part thereof is executed	Kindly specify the statutory requirements if any.	As per applicable law of Nepal
31	Vol-1	Section 7 - General Conditions of Contract, Clause 34.5	The Employer shall at its expense take out and maintain in effect during the performance of the Contract those insurances specified in the Appendix (Insurance Requirements) to the Contract Agreement, in the sums and with the deductibles and other conditions specified in the said Appendix.	Please specify the amount of deductibles.	As per Bid Document.
32	Vol-1	Section 7 - General Conditions of Contract, Clause 41 & 42	Suspension and Termination	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 Bid Document.
33	Vol-1	Section 7 - General Conditions of Contract, Clause 43	Neither the Employer nor the Contractor shall, without the express prior written consent of the other party (which consent shall not be unreasonably withheld), assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder.	Please add the following at the end of the Clause: Nothing herein shall affect the right of the Contractor to assign receivable under the Contract by way of factoring.	As per Bid Document.



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34	Vol-1	Appendix 3 - Insurance Requirements (A) Insurances To Be Taken Out By The Contractor	In accordance with the provisions of GCC Clause 34, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, such approval not to be unreasonably withheld.	In accordance with the provisions of GCC Clause 34, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, such approval not to be unreasonably withheld.	As per Bid Document.
35	Vol-1	Appendix 3 - Insurance Requirements (a)Cargo Insurance	(*) Excess 5% of claimed amount subject to minimum of NRs. 20,000 or its equivalent for Normal and NRs. 80,000 or its equivalent for act of God perils and collapse.	We request NEA to delete the foot note: (*) Excess 5% of claimed amount subject to minimum of NRs. 20,000 or its equivalent for Normal and NRs. 80,000 or its equivalent for act of God perils and collapse.	As per Bid Document.
36	Vol-1	Appendix 3 - Insurance Requirements (b)Installation All Risks Insurance	Installation All Risks Insurance Covering physical loss or damage to the Facilities at the Site, occurring prior to completion of the Facilities, with an extended maintenance coverage for the Contractor's liability in respect of any loss or damage occurring during the defect liability period while the Contractor is on the Site for the purpose of performing its obligations during the defect liability period	As upon completion of switchyard all the installation activities shall be over and considering the same we propose that Installation all risks insurance will be effective till TOC, beyond that it should be covered under client's property insurance. Please confirm.	As per Bid Document.
37	Vol-1	Appendix 3 - Insurance Requirements (b)Installation All Risks Insurance	(*) Excess 5% of claimed amount subject to minimum of NRs. 10,000 or its equivalent for Normal and NRs. 30,000 or its equivalent for testing period.	We request NEA to delete the foot note: (*) Excess 5% of claimed amount subject to minimum of NRs. 10,000 or its equivalent for Normal and NRs. 30,000 or its equivalent for testing period.	As per Bid Document.
38	Vol-1	General	New Clause- No Nuclear use	The Owner shall confirm that the products/goods and services provided under this contract shall not be used in connection with any nuclear plant or nuclear use. Any such use shall be in fundamental breach of this agreement. Please confirm.	As per Bid Document. The product, goods or services shall not used in connection with any nuclear plant or nuclear use.
39	Vol-1	General	SAFETY	Contractor has no responsibility or liability for the pre-existing condition of Employer's equipment or the Site. Prior to Contractor starting any work at Site, Employer will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Employer's equipment or the Site that Contractor may encounter while performing under this Contract. Employer shall disclose to Contractor industrial hygiene and environmental monitoring data regarding conditions that may affect Contractor's work or personnel at the Site. Employer shall keep Contractor informed of changes in any such conditions	As per Bid Document.



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40	Vol-1	General	GENERAL INDEMNITY	Employer (as an "Indemnifying Party") shall indemnify the Contractor (as an "Indemnified Party") from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, to the extent caused by the negligence of the Indemnifying Party in connection with this Contract. In the event the injury or damage is caused by joint or concurrent negligence of Employer and Contractor, the loss or expense shall be borne by each party in proportion to its degree of negligence. For purposes of Contractor's indemnity obligation, no part of the Products or Site is considered third party property.	As per Bid Document.
41	Vol-1	SCC	DEFECT LIABILITY	As per our understanding, defect liability period for all the equipment is 2years from commissioning of each bay. Kindly clarify about extended warranty , is that mean that for SAS we have to give 2+2 years warranty?	Please refer to clarification serial no. 21
42	Vol-1	SCC 26.0	Completion Time Guarantee	Request for revision in the clause : Applicable rate for liquidated damages: 0.05 % of delayed portion of Contract Price per day of delay and maximum upto 5% of contract value	As per Bid Document.
43	Vol-1	BDS & Section 3 - Evaluation and Qualification Criteria	Completion Period (BDS) & Time Schedule (Evaluation)	The period following completion of plant and services in accordance with provisions of the contract shall be 5 Years Time to complete the plant and services from the effective date specified in Article 3 of the Contract Agreement for determining the time for completion of pre-commissioning activities is: (900 Days) No credit will be given for earlier completion. AMC mention in price schedule is for period of 3years Above mention statements contradicting each other. Kindly clarify No. of days for Main Contract & No. of days for AMC when total contract is for 5years.	The period following completion of plant and services in accordance with provisions of the contract shall be 5 Years (for spare parts as per ITB 16.1(b)) The project completion time is 900 days from the effective date. AMC period shall be 3 years after operational acceptable.
44	Vol-1	Appendix 8	Functional Guarantees	As per our understanding there is no transformers in our scope, therefore no loss capitalisation. Hence, Functional Guarrantee is not applicable. However, we will supply equipment complying to technical specification of equipments/materials	Confirmed
45	Vol-1	Section 1 - Instructions to Bidders	Clarification of Bidding Document, Site Visit, Pre Bid Meeting	We have enclosed all prebid queries in enclosed document. We also request NEA to reply on enclosed prebid queries during prebid meeting and provide suitable extension for 30 Days for submission of Bids.	Ammendment -1 published for time extension.



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46	Vol-1	Section 1 - Instructions to Bidders	Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the Employer's requirements as described in the Bidding Document must also provide: (i) a price at which they are prepared to offer a plant meeting the Employer's requirements; and (ii) all information necessary for a complete evaluation of the alternatives by the Employer, i	Please confirm alternate bid highlighting commercial advantage to NEA is acceptable even if Bidder is not quoting for specific scope highlighted in the tender document. Please confirm.	As per Bid Document.:ITB 13: BDS
47	Vol-1	Section 1 - Instructions to Bidders	18.1 Unless otherwise specified in the BDS and/or Section 6 (Employer's Requirements), bidders shall quote for the entire plant and services on a "single responsibility" basis such that the total Bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Bidding Document in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation, and completion of the plant. This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the plant and, where so required by the Bidding Document, the acquisition of all permits, approvals, and licenses, etc.; the operation, maintenance, and training services and such other items and services as may be specified in the Bidding Document, all in accordance with the requirements of the General Conditions. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.	<p>We propose to submit our bid excluding LDC Integration scope and request NEA to consider Bid excluding specific scope asked in tender document which can be fulfilled only by one OEM.</p> <p>We understand that existing LDC is of other OEM. Including integration in current package will give undue advantage to the OEM who has installed base at LDC as every other OEM will be dependent on it for the cost of SAS integration in LDC. As LDC OEM also will be one of the prospective Bidder for subject tender.</p> <p>We request client to exclude the LDC integration from the scope to ensure competitive bidding. Client can ask the respective OEM for LDC integration of 54 stations which is a general practice across other utilities also.</p> <p>We have many end users globally who is taking care of Integration Scope separately with existing OEM. We have enclosed public tender document for one of the utility for your ready reference .</p> <p>1. CEB (Ceylon Electricity Board) Srilanka</p> <p>We also wish to highlight that most of the substations covered in present scope are existing substations and are already integrated with LDC Scada or will be integrated by EPC contractor who is executing the respective substation.</p>	As per Bid
48	Vol-1	Section 1 - Instructions to Bidders	Submission, Sealing, and Marking of Bids	please confirm Electronic Bid Submission is also acceptable for subject tender.	As per Bid Document.:ITB 23.1: BDS
49	Vol-1	Section 2 - Bid Data Sheet	ITB 13.1 Alternate Bids are Not Permitted.	Please allow Alternate Bids.	As per Bid Document.:ITB 13: BDS
50	Vol-1	Section 2 - Bid Data Sheet	ITB 23.1 Bidders shall not have the option of submitting their bids electronically	Please allow submission of Bids Electronically	As per Bid Document.:ITB 23.1: BDS



51	Vol-1	Section 2 - Bid Data Sheet	ITB 24.1 The deadline for bid submission is Date: 27 May 2022 Time: 12:00 Noon (Local Time)	We request NEA to provide Google MAP of all the sites. We wish to conduct site survey considering scope of the project hence we also request NEA to provide contact details of each site officials. We are keen to participate in the tender however need minimum 30 days extension in Bid Submission date. Please confirm.	Google Map has been uploaded. Please refer ammendment -1 for time extension.
52	Vol-1	Section 3 - Evaluation and Qualification Criteria	Bidder shall be a manufacturer of major SAS equipment (i.e. BCU, SCADA, Control and relay panel and Protection relays) s	The subject Tender Scope includes Civil Work, Supply, Erection and Installation of Isolators and Supply, Erection , Installation of Earthing Siemens, Diesel Generators and other non-value added items from Automation solution perspective. In view of this Scope we request NEA to modify the qualification requirements and allows EPC contractors to Bid. This will ensure competition as well as competitive Bid to NEA. This was also evident based on NEA Experience in earlier Bid for Phas 1 Project where there were only 2 technically qualified bidders. Please confirm bidding through EPC contractors in place of Manufacturer or exclude the non value added scope highlighted above.	As per Bid Document.
53	Vol-1	Section 7 - GCC	27.2 The Defect Liability Period shall be 540 days from the date of Completion of the Facilities (or any part thereof) or 1 year from the date of Operational Acceptance of the Facilities (or any part thereof), whichever first occurs, unless specified otherwise in the SCC pursuant to GCC Subclause 27.10.	There are following activities not covered in Bidder Scope: 1. Suitable Space 2. Work Permit 3. Shut Down for retrofit work 4. Communication Connectivity In view of above we request NEA to introduct DLP from Date of Receipt of Maaterial at site in case delay in acvtities which is not covered in Bidder Scope.	As Per Bid Document
54	Vol-1	Section 8 - SCC	The critical components covered under the extended defect liability are Complete SAS Systems, Protection Relays, and the period shall be 2 years.	Please confirm 2 years from date of receipt of Materials at site.	Please refer Clarification No. 21



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