

CLARIFICATION # 3
FOR
PROCUREMENT OF PLANT DESIGN, SUPPLY, DELIVERY, INSTALLATION, TESTING
AND COMMISSIONING OF
LOT 1: LAPSIPHEDI-RATMATE-NEW HETAUDA 400kV D/C TRANSMISSION LINE
LOT 2: RATMATE-NEW DAMAULI 400kV D/C TRANSMISSION LINE
LOT 3: NEW DAMAULI-NEW BUTWAL 400kV D/C TRANSMISSION LINE (BASE)
AND NEW BUTWAL -NEPAL/INDIA BORDER 400kV D/C TRANSMISSION LINE
(OPTION)

Ref No: MCA-N/ETP/CB/003

SN	Questions from Bidders	Response of Millennium Challenge Account Nepal (MCA-Nepal)
1.	<p>Regarding loads for “TWR-DIA-2-5” suspension tower (DIA). Please refer to drawing no "TWR-D1A-2-5" suspension tower(D1A) provided along with all cases of loading details (V,T,L) furnished as indicated in table, kindly clarify and confirm whether the same loads shall be considered for all Body/Leg extension combinations mentioned below or not. ,(BB+45M BE+12M LE, BB+36M BE+12M LE, BB+27M BE+12M LE, BB+18M BE+12M LE,)</p>	<p>Loading details (V, T, L) furnished in the table are form normal tower. For calculation of body/leg extension combinations IS 802 (2015 with latest amendment) to be considered.</p> <p>Please also note that the contractor is free to propose their own design as per the design criteria mentioned in section V, B1 and its annexures.</p>
2.	<p>Regarding selection of tower including extensions for Tower Testing Please clarify, which type of tower and tower combination (Basic body+.....body extn+.....Leg Extn) shall be considered for full scale tower test.</p>	<p>Full scale testing of tower with highest body extension of maximum overturning moment, maximum uplift in maximum loading condition to be done as per CBIP-3223 (2014 with latest amendment) and IS-802 (2015 with latest amendment)- one Tower per type per lot. In case multiple lots are awarded to the contractor then one tower per type for all lots will be required, provided the same tower design is considered for the type in all lots.</p> <p>Please also note that the contractor is free to propose their own design as per the design criteria mentioned in section V, B1 and its annexures.</p>
3.	<p>Regarding Slenderness ratio for Tower Designs As per Annex-B1, Annex-D Clause 2.1.H, Slenderness ratio provided for Leg/Earth wire Peak/Crossarm lower members - 120 For other members having calculated stresses -200.</p>	<p>Please follow ASCE 10-15 & IS 802 (Part-1):2015 for materials, loads, and design strengths.</p>

	<p>However as per Annex-B1, Annex-D Clause 2.1.A it is mentioned that the design shall be in accordance with ASCE 10-15 & IS802(Part-1):2015 for materials, loads, and design strengths.</p> <p>This to inform you that the said design ratio has different parameters/ guidelines for ASCE & IS which is different than that mentioned in Annex B1 Annex D Clause 2.1H mentioned above. Kindly clarify and confirm the standard to be followed for design purpose.</p>	
4.	<p>Regarding Soil Classification for Foundation volumes</p> <p>Please refer to document Annex-B1, Final design report (CONTRACT OMCN/PROC/005) for TL - Rev1,C1.2.8.6.1,page no 2.32, table - soil class b/c/d (wet soil foundation) mentioned in table, so we presume that b, c, d soil classification shall be as per CBIP manual b- wet foundation (water table up to 1.5m) c-partially Submerged Foundations (water table 1.5 to 0.75m) d-Fully Submerged Foundations (water table within 0.75m) Kindly Confirm whether our understanding is correct or not?</p>	Yes, your understanding is correct.
5.	Please provide contours of Tower Locations enabling us to derive civil quantities.	<p>Contours:-The bidders may assess the requirement of benching and revetment from the LiDAR data which will be provided by MCA-Nepal shortly for the entire route except 30km (in different stretches). The contour data for 30km will also be provided separately shortly. However, the Contractor shall verify this information before submitting their Bid.</p> <p>In addition, the bidder is required to carry out all required surveys and investigation to calculate the required quantity of benching. Revetment etc.</p>

6.	<p>Design Payment Terms: 80% Progressive 20% upon Taking Over Certificate</p> <p>Tower Testing Payment Terms: 80% Progressive on successful completion 20% upon Taking Over <u>Certificate</u></p> <p>We request Payment terms for Design & Tower Testing as 90% Progressive and 10% upon Taking Over Certificate since the current Payment terms is impacting the cash flow severely and as per industry norms 100% payment is released after approval of design & successful tower testing.</p>	MCA-Nepal will review the request in detail and if accepted an addendum to the bidding document may be issued.
7.	<p>Retention Payment Please refer to FIDIC Payment Terms 14.3 c, which states that 10% from interim payment shall be deducted /maximum up to retention %age which is mentioned in Appendix to Letter of Financial Offer Clause 14.3c which is 10%. Please refer to Clause 14.9 of Particular condition which states that retention amount shall be paid 50% upon TOC & 50% after OLP or 100% upon TOC which separate BG of 5%.</p> <p>We request MCA Nepal to delete the said Clause since as per above payment Terms proposed the 10% payment is already held up with the Client till the Taking Over. Any additional deduction from interim bills on account of Retention affects the cash flow for the Contractors.</p>	MCA-Nepal/Employer is not intending to amend the Retention Payment clause.
8.	<p>Payment Duration: We understand from FIDIC Yellow book that for Interim payment 28 days certification from engineers and payment shall be made after 56 days of certification by engineers. Similarly for final payment the said payment shall be made after 56 days after employer receives the same with documents.</p> <p>Since the said project is cash intensive and require mobilization of funds in a continuous basis, we request MCA Nepal to release both Interim & Final payments within 30 days from receipt of correct invoice and supporting documents by the Client to run the project smoothly.</p>	The Conditions of Contract cannot be amended. However, MCA-Nepal will make every effort to make payment as early as possible.
9.	<p>Right of Way, Forest Clearance & Statutory Clearances:</p> <p>We understand that Right of Way for transmission line along with access and Forest Clearance and all Statutory Clearances</p>	<ol style="list-style-type: none"> 1. ROW clearance- Employer's responsibility. 2. Clearance for access Road- Tower access restrictions associated with the EIA development are as follows.

(Powerline, Road, PTCC, Aviation) shall be in the scope of Client. Kindly confirm the same.

- No new roads to access tower sites may be constructed on any land. This is to control erosion.
- Existing roads may be upgraded, but not widened or extended. This is for the same reason.
- No trees may be felled on any land. This is to reduce the loss of forests.
- Foot trails to a width of 1.5 meters may be constructed on any land with the correct arrangements (such as by leasing) and with appropriate environmental controls, and with the land rehabilitated afterwards.

IFB Part 2 – Employer’s Requirements, Section V – B1, clause 5.A410.1 (Environmental Protection):

“In terms of environmental risks to the Contractor’s works, the most significant is likely to be the difficulty of access to the tower sites. The Project must necessarily avoid the construction of access roads on account of the long-term costs and liabilities associated with road construction in steep terrain. The Contractor will therefore need to use non-motorized access processes, as has traditionally been the case in Nepal. Instability or potential instability of the tower foundation sites may be an issue at some locations, although detailed design work has endeavored to site all towers on stable ground; further information on physical soil properties will be determined during the geotechnical study. The seasonality of rainfall in South Asia, dominated by the intense monsoon period, means that earthworks are not feasible between mid-July and mid-September. For a longer period (May to October, and sometimes outside these months), soil erosion is a significant problem on any unprotected earth slope. Not only is soil a valuable resource that society cannot afford to lose, but once it is

eroded it becomes a pollutant in water courses.”.

3. Forest Clearance for tree cutting (Cabinet Approval) - Employer’s responsibility.

4. The Contractor will be responsible to obtain work permits from DFO and affected Community Forests User Groups (CFUGs), clearance of trees under the supervision of the office of DFO and CFUGs, transportation of felled trees to the designated area as determined by DFO and all other associated work as mentioned in IFB. The bidder should consider the associated cost in their Financial Offer.

5. Power line- Power blockage/ shut down of existing transmission and distribution lines- Contractor’s responsibility. However, the Engineer/Employer will extend necessary support. The bidder must consider the cost of power outage payable to utility. The bidder should consider the same cost in their Financial Offer. Please note that power outage cost will be paid to the bidder on actual basis. (As per the supporting document provided by utility). Please refer to Price Reasonability, Schedule 4, 5.11 & 5.12.

6. Dismantling and re-stringing of conductor, OPGW and OHGW if required during the erection and stringing of the line is in the scope of the Contractor. The bidders should consider the associated cost in their Financial Offer.

7. Diversion of existing distribution and transmission line if required not in the scope of present Bidding Document.

8. Road- Traffic block during erection/stringing activities- Contractor’s responsibility. However, the Engineer/Employer will extend necessary support.

9. PTCC- Approval if required is in the scope of the Employer. However, necessary work during stringing activities is in the scope of the Contractor.

		10. Aviation- This is Employers responsibility however fixing of markers balls with power supply and backup is in the scope of the contractor. The bidders should consider the associated cost in their Financial Offer.
10.	<p>Particular Conditions of Contract states that Performance Bank Guarantee shall be increased beyond 10% of Contract Value under the following Conditions</p> <ul style="list-style-type: none"> (i) If the variation in Contract exceeds 25% (equivalent increase) (ii) If the mobilization of Contractor's equipment and manpower is delayed (2% increase) (iii) If the revised programme is not submitted within 28 days of notice from engineer (2% increase) <p>10% PBG is as per industry standards. Request MCA Nepal to remove point Nos (ii) & (iii) for which PBG percentages might be increased.</p>	The Contract Provisions are standard for MCC Project and thus cannot be amended
11.	<p>As per the bidding document we received “Section V – Particular technical requirements, Employer’s Requirement B1” and “Final design report and final technical specifications”.</p> <p>Design loading conditions (Over load factors) provided in above two documents are not matching. Please confirm that bidder has to design tower and foundation considering requirement furnished in “Section V – Particular technical requirements, Employer’s Requirement B1”.</p>	MCA-Nepal confirms that the bidders have to design tower and foundation considering the requirements furnished in “ Section V – Particular technical requirements, Employer’s Requirement B1 ”
12.	<p>As per Table B1, page 29 of “Section V – Particular technical requirements, Employer’s Requirement B1” Reference wind pressure under IS-802, Extreme wind case is 879 Pa. This is considering terrain category 2 as per IS 802 Table 4.</p> <p>Whereas per 5.A402.10, Page 35 of “Section V – Particular technical requirements, Employer’s Requirement B1”, Terrain roughness coefficient $K_2=1.08$ would be applicable to this project. This is considering terrain category 1.</p> <p>Please confirm bidder has to consider terrain category 2 (wind pressure 879 Pa) with an additional factor of 1.08 ($1.08 * 879 = 950$ Pa) for sag tension and loading calculation.</p>	<p>Consider terrain category 2 (wind pressure 879 Pa) with an additional factor of 1.08 ($1.08 * 879 = 950$ Pa) for sag tension and loading calculation.</p> <p>Confirm that 1.08 is also applicable for wind with ice loading condition as per IEC.</p>

Please confirm this 1.08 additional factor also applicable for wind with ice loading condition as per IEC.

13. As per 5.A402.11, page 35 of “Section V – Particular technical requirements, Employer’s Requirement B1”, for solidity ratio of 0.2 - drag factor is 3.6 given in specification. Whereas per IS 802-1995 drag factor is 2.9 for solidity ratio of 0.2.

Please confirm that bidder has to consider drag factors as per IS 802-1995 for various solidity ratios. Refer screen shot below (Drag factors in IS 802-2015 is not correct)

Table 5 Drag Coefficient, C_{dt} for Tower
(Clause 9.1)

Solidity Ratio (1)	Drag Coefficient C_{dt} (2)
Up to 0.05	3.6
0.1	3.4
0.2	2.9
0.3	2.5
0.4	2.2
0.5 and above	2.0

The Bidders should consider drag factors as per IS 802-1995 for various solidity ratios.

14. As per part 1, Bidding procedures, Section IV Bid Submission Forms, page 146 to 155, Wind span values indicated for minimum and maximum deviation angle is same. Normally, when towers are spotted with lesser deviation angle compared to maximum design deviation angle, we can increase the wind span without reduction in tower strength.

Bidder can apply the same philosophy for this project. Please confirm our understanding is correct.

Agreed, when towers are spotted with lesser deviation angle compared to maximum design deviation angle, we can increase the wind span without reduction in tower strength.

15. As per table B1-1, page 29 of “Section V – Particular technical requirements, Employer’s Requirement B1”, for broken wire case Pd = 100 % indicated. Refer below screen shot with yellow marker text. Whereas per IS 802, Pd=75 % under broken wire case.

Please confirm that bidder has to consider Pd=75 % under broken wire case.

It is confirmed that the bidders can consider Pd=75 % under broken wire case as per IS 802.

Table B1-1 Design Loading Conditions for Tower Structures ¹⁶

Load Case No.	Object	Type of Tower	Tower Type Label	Load Case Description	Weather Conditions Reference for Design										Overall Load Factor for Towers Design				Case No.	
					Weather Wind for Towers & for Insulator Cables *					Ref. Design Wind on Cables while using BWC Conditions					Cable Condition for Tower	Cable State for Objective	Vertical Clearance	Wind Action Load Factor		Cable Tension Load Factor
					Ref. ID	Wind Dir. (Deg)	Wind Speed (m/s)	Ref. ID	Wind Dir. (Deg)	Wind Speed (m/s)	Ref. ID	Wind Dir. (Deg)	Wind Speed (m/s)	Ref. ID						
1				BWC Extreme Ice	10	-	-	0	1.0	-	-	-	-	-	-	-	-	-	-	1
2				B1 Extreme Wind	10	100°	10	0	1.0	10	10	10	10	10	10	10	10	10	10	2
2.1				B1 Extreme Wind (100%)	10	100°	10	0	1.0	10	10	10	10	10	10	10	10	10	10	2.1
3				B1 Reduced Wind	10	100°	10	0	1.0	10	10	10	10	10	10	10	10	10	10	3
3.1	Line Sagging	All	All	B1 Reduced Wind	10	100°	10	0	1.0	10	10	10	10	10	10	10	10	10	10	3.1
4				B2 High Probability Wind & Low Probability Ice	10	100°	10	0	1.0	10	10	10	10	10	10	10	10	10	10	4
5				B2 Low Probability Wind & High Probability Ice	10	100°	10	0	1.0	10	10	10	10	10	10	10	10	10	10	5
6				IC-100	10	100°	10	0	1.0	10	10	10	10	10	10	10	10	10	10	6
7	Substn. Clearance	All	All	Stringing & Sagging	10	100°	10	0	1.0	10	10	10	10	10	10	10	10	10	10	7
8A	Line Sagging	All	All	Stringing & Sagging	10	100°	10	0	1.0	10	10	10	10	10	10	10	10	10	10	8A
8B	Line Sagging	All	All	Stringing & Sagging	10	100°	10	0	1.0	10	10	10	10	10	10	10	10	10	10	8B
9	Line Sagging	All	All	Stringing & Sagging	10	100°	10	0	1.0	10	10	10	10	10	10	10	10	10	10	9
10	Line Sagging	All	All	Stringing & Sagging	10	100°	10	0	1.0	10	10	10	10	10	10	10	10	10	10	10
10A	Line Sagging	All	All	Stringing & Sagging	10	100°	10	0	1.0	10	10	10	10	10	10	10	10	10	10	10A
10B	Line Sagging	All	All	Stringing & Sagging	10	100°	10	0	1.0	10	10	10	10	10	10	10	10	10	10	10B

16. As per page 69 of “Section V – Particular technical requirements, Employer’s Requirement B1”, clearances to structure/insulator swing, clearance values given. Please confirm clearance values given are including of altitude effect.

It is confirmed that the clearance values given are including of altitude effect.
No adjustment has been used during the preliminary design along the line route to account for the reduction of air density with altitude

17. **Query - 1**
In Document No. part 2 – B0--- Annex 1 Requirement for deliverable Page No. 1

No.	Type of Document
1	General
102	Control Schedule
107	Project Execution Plan
113	Schedule Development and control
115	Control Schedule Baseline Document

All the document (No.102, 107, 113 & 115) represent Schedule Plan, please clarify what is the difference between these four deliverables and is the same document we will have to submit.

102 Control Schedule: This is the monitoring plan for construction activities. The Contractor shall prepare a monitoring plan to monitor the activities under the project execution plan (107).
107 Project Execution Plan: This is the project schedule of Transmission Line construction activities to be prepared by the Contractor in MS Project, highlighting all milestones activities and sub-activities in L3 level with dependencies (predecessors).
113 Schedule Development and control: This is basically a combination of 107 (Project Execution Plan) and 102 (Control Schedule).
115 Control Schedule Baseline Document: This is the same as 102 but this will be treated as baseline and subsequent changes (in reference to 107-Project Execution Plan) will be reflected in 102 (Control Schedule)
The Bidder may submit only 102 and 107 with their bid submission.

18. **Query 2**
In document no. Ref No: MCA-N/ETP/CB/003 in Section III. Qualification and Evaluation Criteria- , page no. 65

Please refer D. Technical Evaluation Criteria for each Lot. The scores obtained under

	<p>Bids will be ranked according to their combined technical (St) and financial (Sf) scores according to the formula: $S = St \times T\% + Sf \times P\%$</p> <p>The formula for determination Technical Score St is not defined.</p>	<p>Technical Evaluation Criteria will be St (refer the bottom of the table).</p> <p>Further, please refer B3. Determination of Combined Technical and Financial Scores, where Sf will be calculated as: $Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the Offer under consideration.</p>
<p>19.</p>	<p><u>Query 3</u></p> <p>As per Form TECH -2: Method Statement in Bidding Document Ref No: MCA-N/ETP/CB/003, Page no. 92</p> <p>The Method statement shall, therefore, include, but shall not necessarily be limited to the following:</p> <p>(g) Description of arrangements which the Bidder proposes to adopt to address the need for phased relocation of peoples and properties located within the limits of Site and phased right of access to, and possession of the Site as described in the Contract and, therefore, the need to plan the execution of the Works accordingly within the Time for Completion.</p> <p>While, as per Part 2 - Employer’s Requirement Section V – B0 - page no. 6 to 9</p> <p>Cl. No. 5.2.1 Double circuit 400kV transmission line Lapsiphedhi Substation to Ratmate Substation and Ratmate Substation to New Hetauda Substation – Lot1</p> <p>Cl. No. 5.2.2 - Double circuit 400kV line Ratmate Substation to New Damauli Substation–Lot 2</p> <p>Cl. No. 5.2.3 -Double circuit 400kV line New Damauli Substation to New Butwal (Base) Substation – lot3</p> <p>Cl. No. 5.2.4 Double circuit 400kV line New Butwal Substation to Nepal India Border</p> <p>Page 1 of 2</p> <p><u>Work Excluded</u></p> <p>Access to the land required for the project (area required for the construction of the towers) will be acquired by the Employer and made available to the contractors. Right of Way (RoW) of 46m wide corridor ONLY for the project will be made available by the Employer.</p> <p>Hence, the relocation peoples and properties is not applicable to bidder scope, requested to please clarify.</p>	<p>Relocation of people and properties is not in the scope of the bidder/future contractor. However, demolition of buildings and structures in the tower footprint and easement area (46 mt width) is in the scope of the Contractor. In reference to Query 3(g), the bidders are required to propose proper planning for demolition of such buildings and structures in a phased manner as required in line with the progress of field activities (foundation, erection and stringing). As demolition of structures and buildings are also associated with relocation of people and properties, this is a sensitive issue and shall be planned in such a manner that grievances are minimized. Also, the demolition of buildings and structures can only be done upon getting clearance from the Employer. The Employer will issue the required clearances only after payment of compensations for such properties are done.</p>

20.	<p>Query No. 4 In Document No. part 2 – B0--- Annex 1 Requirement for deliverable Page No. 1</p> <table border="1" data-bbox="168 275 967 443"> <tr> <td data-bbox="168 275 431 359">No.</td> <td data-bbox="431 275 967 359">Type of Document</td> </tr> <tr> <td data-bbox="168 359 431 401">1</td> <td data-bbox="431 359 967 401">General</td> </tr> <tr> <td data-bbox="168 401 431 443">101</td> <td data-bbox="431 401 967 443">Contractor Document Listing</td> </tr> </table> <p>Please Clarify regarding Contractor Document Listing (No. 101) is the index of the documents providing with the Bid or any other document.</p>	No.	Type of Document	1	General	101	Contractor Document Listing	<p>101 Contractor Document Listing: This is the Master Document and Drawing Register to update and submit periodically. The Bidder will submit a format of the Master Document and Drawing Register indicating the documents and drawings generally required for execution of 400kV double circuit Quad Moose Transmission Line Project.</p>												
No.	Type of Document																			
1	General																			
101	Contractor Document Listing																			
21.	<p>Query No.5</p> <p>a. As per Bidding Document Ref No: MCA-N/ETP/CB/003, Form TECH – 5: Project Management Organization (section IV, page no. 98) - the CV’s of 9 Key personnel (each lot) are given but in Technical Evaluation Criteria for each Lot (Section III, page no. 60 to 62) – 10 key Personnel are required, included the position of “Social Safeguard Manager” but not given in form Tech -5, Please Clarify</p> <p>b. As per Bidding Document Ref No: MCA-N/ETP/CB/003, In Form TECH – 5: Project Management Organization (section IV, page no. 98) – No.5 & Technical Evaluation Criteria for each Lot (Section III, page no. 61) – Position for Construction Supervisor/QA Manager is the same or different, please clarify.</p>	<p>The error is under TECH-5: Project Management Organization. There are 10 number of Key Personnel; thus, you need to include the “Social Safeguard Manager” position under TECH-5. The error will be corrected through addendum.</p> <p>The Position of Construction Supervisor/QA Manager is the same under Technical Evaluation Criteria under Section III and TECH-5.</p>																		
22.	<p>With reference to the qualification requirement stipulated in tender document, we wish to inform you that we are very keen to participate in the above-mentioned tender. We feel, the current PQR of the tender is restrictive and may result in limited competition.</p> <p>Hence, we request for the following modifications:</p> <table border="1" data-bbox="154 1528 967 1894"> <tr> <th colspan="6" data-bbox="154 1528 967 1570">Clause No. 16. Similar Construction Experience</th> </tr> <tr> <th colspan="3" data-bbox="154 1570 561 1696">Existing Clause</th> <th colspan="3" data-bbox="561 1570 967 1696">Proposed Modification</th> </tr> <tr> <th data-bbox="154 1696 285 1894">Requirement</th> <th data-bbox="285 1696 383 1894">Singl e Entity</th> <th data-bbox="383 1696 561 1894">Joint Venture</th> <th data-bbox="561 1696 724 1894">Requirement</th> <th data-bbox="724 1696 821 1894">Singl e Entity</th> <th data-bbox="821 1696 967 1894">Joint Venture</th> </tr> </table>	Clause No. 16. Similar Construction Experience						Existing Clause			Proposed Modification			Requirement	Singl e Entity	Joint Venture	Requirement	Singl e Entity	Joint Venture	<p>MCA-Nepal/Employer is not amending the requirements of the Bidding Document.</p>
Clause No. 16. Similar Construction Experience																				
Existing Clause			Proposed Modification																	
Requirement	Singl e Entity	Joint Venture	Requirement	Singl e Entity	Joint Venture															

<p>Successfully completed at least two (2) construction contracts of Transmission Line with 380kV/400kV and above; within the last ten 10 years, with a value of at least Lot 1: US\$ 63 million, Lot 2: US\$ 49 million Lot 3: US\$ 60 million All contracts have been successfully completed The similarity shall be</p>	<p>Must meet Requirement</p>	<ul style="list-style-type: none"> • All members Combined - Must meet Requirement • Each Member- N/A • Lead Member- Must meet fifty percent (50%) of the requirement (that is at least one work of required value of a Lot to qualify for that Lot. 	<p>Successfully completed at least one (1) two (2) construction contracts of Transmission Line with 380kV/400 kV and above; within the last ten 10 years, with a value of at least Lot 1: US\$ 63 million, Lot 2: US\$ 49 million Lot 3: US\$ 60 million All contracts have been successfully completed</p> <p>The similarity shall be based on the physical size,</p>	<p>Must meet Requirement</p>	<ul style="list-style-type: none"> • All members Combined- Must meet Requirement • Each Member- N/A • Lead Member- N/A Must meet fifty percent (50%) of the requirement (that is at least one work of required value of a Lot to qualify for that Lot.
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<p>based on the physical size, complexity, methods/technology or other characteristics as described in Section V, Employer's Requirements. To be eligible for award of more than one lots, the bidder needs to satisfy the total requirements for the lots in consideration.</p>			<p>complexity, methods/technology or other characteristics as described in Section V, Employer's Requirements. To be eligible for award of more than one lots, the bidder needs to satisfy the total requirements for the lots in consideration.</p>			
<p>23. It is to submit that we are a Govt owned entity, are we eligible to participate?</p>						<p>Please refer ITB clause 5.6 which states "Government-Owned Enterprises ("GOEs") are not eligible to compete for MCC-funded contracts for goods (which includes contracts</p>

		<p>for the supply and installation of information systems) or works.” For further detail please refer Part 13 of the MCC Program Procurement Guidelines available on MCC website.</p>
24.	<p>It is requested to provide us with the DPR and cost estimate for the project.</p>	<p>The Feasibility Study Report can be accessed from:- https://mcanp.org/en/publications-resources/feasibility-studies-reports/</p> <p>The Preliminary Engineering Design is provided under Section V, B1 and its Annexures of the Bidding Document.</p> <p>Please take note that MCA-Nepal has decided not to disclose the budget/estimate for this procurement process. All relevant documents available with MCA-Nepal have been provided with the Bidding Document.</p>
25.	<p>Section III. Qualification and Evaluation Criteria, 2.1.a, Pg No: 59 of 396 and Form TECH-1 Design Proposal, Pg No: 90 of 396</p> <p>Reference Clause:</p> <p>Sec-III : a. Transmission Lines Design Proposal: The bidder must provide Design Proposal as per the requirement stated under TECH-1 Design Proposal and Employer’s Requirement.</p> <p>Tech-1 : Design of all elements of the Works. The Design shall comprise drawings and technical specifications. Drawings scales shall range from 1:100 to 1:500, or as otherwise specified in the Employer’s Requirements.</p> <p>Bidder’s Query:</p> <p>As per section III, we understand that, the following design documents has to be submitted along with the bid in compliance with employers requirements.</p> <ol style="list-style-type: none"> 1.Loading trees and design chart for all towers. 2.Electrical clearance and Single line diagram for all towers 3.Typical Foundation drawings for all towers 	<p>Your understanding is correct. A design basis summary for the line is required.</p> <p>The Bidders need to provide the design documents to address the requirements stated under TECH-1: Design Proposal.</p>

	Please confirm whether our understanding is correct.	
26.	<p>Section IV. Bid Submission Forms, Cl no. 4, Pg no 138 of 396</p> <p>Reference Clause:</p> <p>Clearances 4.1 Minimum clearance between phase conductors $D_{pp} = 4 \text{ m}$</p> <p>Bidder's Query: The actual vertical and horizontal phase to phase distance shall be as per the minimum electrical clearance requirements . Please confirm.</p>	Confirmed
27.	<p>Section IV. Bid Submission Forms, Cl no. 4.6, Pg no 139 of 396</p> <p>Reference Clause: Minimum clearances between conductors/live fittings and tower steel structure 400 kV: 4.6.1 Under still air, phase to earth (lightning impulse)= 3.15 m 4.6.2 Under medium wind: 586 Pa, -5°C, phase to earth (switching impulse)=2.85m 4.6.3 Under high wind: 1103 Pa, 10°C, phase to earth (50 Hz power frequency) =1.0 m</p> <p>Bidder's Query: From the above, the swing angles for case 1,2 and 3 shall be considered from the respective tower clearance diagrams? Please confirm.</p>	Confirmed
28.	<p>Section IV. Bid Submission Forms, Cl no. 4.6, Pg no 139 of 396</p> <p>Reference Clause: Minimum clearances between conductors/live fittings and tower steel structure 400 kV: 4.6.1 Under still air, phase to earth (lightning impulse)= 3.15 m 4.6.2 Under medium wind: 586 Pa, -5°C, phase to earth (switching impulse)=2.85m 4.6.3 Under high wind: 1103 Pa, 10°C, phase to earth (50 Hz power frequency) =1.0 m</p> <p>Bidder's Query:</p>	Confirmed

	Please confirm whether the mentioned electrical clearance values are inclusive of the altitude correction factor as the line is traversing hilly terrain.	
29.	<p>Section IV. Bid Submission Forms, Cl no. 4.7 , Pg No: 140 of 396</p> <p>Reference Clause: Live-Line Clearance Requirements (for safe lineman's space) (only under no wind case, see tower drawings)</p> <ul style="list-style-type: none"> • From tower body and under cross arms • Above cross arms <p>1. VERTICAL SPACE FOR LINEMAN ON CROSS-ARM TO PERFORM LIVE- LINE MAINTENANCE TASKS:= 0.9 m</p> <p>a. WITHIN 1.0M FROM CROSS-ARM TIP =1.6m above outline of cross-arm bottom chord main members</p> <p>b. FROM 1,0 TO 2,0M FROM CROSS-ARM TIP= varies from 1.6 to 2.1m above outline of X-arm bottom chord main members</p> <p>c. AT MORE THAN 2.0M FROM CROSS-ARM TIP (I.E. LINEMAN ON CATWALK)=1.8m from top of grating</p> <p>Bidder's Query: We understand that, the live line maintenance clearance values shall be checked as per the technical datasheet instead of provided tender drawings.</p>	Confirmed
30.	<p>Section IV. Bid Submission Forms, Cl no. 1.3.1 , Pg No: 143 of 396</p> <p>Reference Clause: a) Structural members according to If other, specify standard ASTM Imperial And/or IS Metric</p> <p>Bidder's Query: We understand that, when structural steel design is confirming to IS standards, the permissible stresses for structural members and bolts and nuts shall be confirming to relevant IS codes (latest). Please confirm.</p>	Confirmed
31.	Section IV. Bid Submission Forms, Cl no. 2.1, Pg No 146 of 396	Confirmed. Tower Drawings to be discarded.

	<p>Reference Clause: 2.1 · Design spans & max line angle: Max. Wind span = 500m Weight span max. = 1029 m Weight span min. = 232m</p> <p>Bidder's Query: But as per tower tender drawings for D1A (Drawing No: TWR-D1A-1A-5), Design ruling span =400m, Max. Wind span= 400 m Weight span max. = 600 m Weight span min. = 320m. Please confirm whether drawings to be discarded.</p>	
32.	<p>Section IV. Bid Submission Forms, Cl no. 2.3, Pg. NO 146 of 396</p> <p>Reference Clause: Listing and estimated weight of available tower components - Main body - Body extension - Leg extensions Bidder to provide list of available components</p> <p>Bidder's Query: We understand that, main body refers the basic body of the tower. Please confirm.</p>	Confirmed.
33.	<p>Section IV. Bid Submission Forms, Cl no. 3.1, pg. NO 147 of 396 and Part 2 - Employer's Requirements, Particular Technical Requirements Section V - B1 2 (a)- pg. No 16</p> <p>Reference Clause: Sec-IV : Double Circuit Tangent 0 to Small 15 Angle Strain Tower Type D1B: Design spans & line angles: For Strain tower functionality (line angle tower): Max Wind span at Min line angle = 500m Max Wind span at Max line angle =500m</p> <p>Sec-V: a. The maximum design wind span for any tower type should not be fixed or constant over the complete range of</p>	Confirmed that your understanding is correct.

	<p>line angles for which a given tower type is designed for. For example, for any given tower type, the allowable wind span at any given line angle can be a function of that line angle. However, the total applied transverse load (due to the combination of wind action and the resultant effect of cable tension at bisector of line angle) shall never exceed the transverse structural capacity for which a given tower type is designed for.</p> <p>Bidder's Query:</p> <p>We understand that, tower shall be designed with 500m wind span at minimum as well as maximum angles. However the spotting of towers shall be as per Part 2 - Employer's Requirements, Particular Technical Requirements Section V - B1 2 (a). Please confirm that our understanding is correct.</p> <p>The same consideration shall be applicable for all other tower types also</p>	
34.	<p>Section IV. Bid Submission Forms C1 no 2.1 to 10.1</p> <p>Reference Clause: Weight span Min Weight span Max</p> <p>Bidder's Query: The maximum/ minimum weight spans mentioned as per present tower spotting data as per PLS CADD. However the locations may to be relocated at actual execution stage during check survey. Hence please confirm whether strengthening of crossarms can be proposed in case of violations of the design weight spans.</p>	Strengthening of crossarms can be proposed.
35.	<p>Section IV. Bid Submission Forms, Technical DATA Schedules – Insulator Strings -3.1-Pg No 167 of 396</p> <p>Reference Clause: Insulating Material Type Glass</p> <p>Bidder's Query: Please confirm if Porcelain Disc Insulators and composite long rod insulators are acceptable for the ETP.</p>	Glass Insulators should be used.

36.	<p>Tower alignment schedule attached under Section V-B1, Annex H1</p> <p>Reference Clause: Tower alignment schedule attached under Section V-B1, Annex H1</p> <p>Bidder's Query: As the proposed OHL is traversing hilly terrain, please confirm the maximum altitude to be considered for design.</p>	Tower alignment altitude varies from 200m to 2000m.
37.	<p>Tower alignment schedule attached under Section V-B1, Annex H1</p> <p>Reference Clause: Tower alignment schedule attached under Section V-B1, Annex H1</p> <p>Bidder's Query: Please confirm the maximum, minimum, everyday and ambient temperatures for the line.</p>	Max 32C Min -5C Everyday 20C
38.	<p>Particular Technical Requirements Section V - B1 C: 5 Pg No: 45</p> <p>Reference Clause: CREEP-STRETCH CRITERIA Also refer to Appendix Final Design Report Section. 2.3.2.2 for details: In general, and for 1st Clearance to ground check at Max. Operating Temperature of 100oC: (Note: Following conditions have been taken from the FDR). Condition for Final Sag after Load (Common Point) Extreme Wind IEC Extreme Wind at 10 deg C, 1353 Pa, 0 cm ice Low Probability Ice + High Probability Wind -5 deg C, 278 Pa, 1.3 cm ice High Probability Ice + Low Probability Wind -5 deg C, 811 Pa, 0.61 cm ice Condition for Final Sag after Creep: 32° C</p> <p>Bidder's Query: Please confirm whether the line is passing through snow zone</p>	Confirmed.

39.	<p>Particular Technical Requirements Section V - B1 C: 5 Pg No: 45</p> <p>Reference Clause: CREEP-STRETCH CRITERIA Also refer to Appendix Final Design Report Section. 2.3.2.2 for details: In general, and for 1st Clearance to ground check at Max. Operating Temperature of 100°C: (Note: Following conditions have been taken from the FDR). Condition for Final Sag after Load (Common Point) Extreme Wind IEC Extreme Wind at 10 deg C, 1353 Pa, 0 cm ice Low Probability Ice + High Probability wind -5 deg C, 278 Pa, 1.3 cm ice High Probability Ice + Low Probability wind -5 deg C, 811 Pa, 0.61 cm ice Condition for Final Sag after Creep: 32° C</p> <p>Bidder's Query: Please confirm whether modifications of the middle cross arm configuration due to snow as per IS 5613 has to be considered during design of towers.</p>	Confirmed.
40.	<p>Particular Technical Requirements Section V - B1 Annex D Cl: C-3 Pg No: 3.22</p> <p>Reference Clause: Charpy "V" Notch Test: All structural steel and bolts shall meet Charpy "V" notch energy values of 20 Joules at -20°C. The testing shall be in accordance with CSA-83, "Communication and Power Line Hardware."</p> <p>Bidder's Query: Please confirm whether Structural steel Quality C as per IS 2062 is acceptable for the complete ETP (all 3 lots)</p>	Confirmed
41.	<p>Particular Technical Requirements Section V - B1 Annex D .3 MATERIALS Pg No 2.13</p> <p>Reference Clause: E. Silicon Content:</p>	Structural Steel as per IS 2062 is not acceptable.

	<p>1. All structural steel used in the tower shall have silicon content of 0.00% to 0.06% or 0.15% to 0.25% and shall adhere to the requirements of ASTM A385.</p> <p>Bidder's Query: As per IS 2062, the silica content range in structural steel is varying from 0.40 to 0.50. Please confirm whether Structural steel as per IS 2062 (latest) shall be acceptable for the ETP (all 3 lots)</p>	
42.	<p>2.0 TOWER DESIGN AND DETAILING 2.1D. And 'Part 2 - Employer's Requirements Particular Technical Requirements Section V -B1 2- Loadings</p> <p>Reference Clause: 2.0 TOWER DESIGN AND DETAILING 2.1D. All redundant members in the tower shall be triangulated. All redundant members shall be designed individually for 2.5% of maximum axial load of connecting members (i.e. leg members, bracing members, etc.). The contractor shall furnish the calculations demonstrating compliance.</p> <p>Part 2 - Employer's Requirements Particular Technical Requirements Section V -B1 2- Loadings a. For Loading Conditions to be considered for the design of all tower types, please refer to Table B1-1. The Contractor shall consider site-specific installations conditions to determine the drag and gust response factors. Variables such as wire height, tower height, span length, altitude and exposure (terrain roughness and local topography) can impact the applicable wind pressures. The Contractor shall upload M4 PLS-TOWER models into the PLS-CADD model and use the software's ability to calculate these factors and ensure structure strengths are adequate at each location.</p> <p>Bidder's Query: We understand that, the design of towers shall be as per M4 PLS tower method and all redundant members shall be modelled in software. Hence we understand that, all redundant members shall be designed for the actual forces coming on the member. Please confirm.</p>	All redundant members in the tower shall be triangulated. All redundant members shall be designed individually for 2.5% of maximum axial load of connecting members (i.e., leg members, bracing members, etc.).

43. Section IV. Bid Submission Forms , TS 11 ,Pg no. 167

Reference Clause:

TS 11. Fall Arrest System

Technical DATA Schedules – Fall Arrest System				
Item	Description	Unit	Required	Guaranteed
1-	Manufacturer	-	-	
2-	Country of origin	-		
3-	Manufacturer designation of model	-	-	
4-	Security Compliance standard	-	-	
5-	Security compliance certificate	-	-	

Bidder's Query:

Please confirm the requirement of fall arrest system requirement for the line

Follow IEEE 1307
To be proposed by the bidder

44. Section IV. Bid Submission Forms , BOQ for Schedule No. 1. Design Services, , cl no. 1.1.2 ,Pg No. 1/57

Reference Clause:

Design of D1A Type Tower - Light Angle Suspension (2 to 5 Degree)- Tower Category: Suspension, D1A (2-5)

Bidder's Query:

The tower drawings and the loading trees are missing. Please provide the same.

D1A (2-5) is not required

45. Section IV. Bid Submission Forms , BOQ for Schedule

Reference Clause:

Leg extension

Bidder's Query:

The Details of leg extension quantities to be furnished by the contractor shall be considering one corner only. Please confirm.

Confirmed

46. Part 2 - Employer's Requirement Section V – B0, Cl:5.2.1 ,5.2.2,5.2.3,5.2.4

Reference Clause:

Works excluded

Access to the land required for the project (area required for the construction of the towers) will be acquired by the Employer and made available to the contractors. Right of Way (RoW) of 46m wide corridor ONLY for the project will be made available by the Employer. Also, the Employer will be

MCA-Nepal will provide available tower footprint area for each tower shortly.

	<p>responsible for forest clearance permits/approval. Compensatory afforestation for the RoW is excluded from the present scope of work, but revegetation of all bare ground surfaces and earthworks shall be undertaken by the Contractor</p> <p>Bidder's Query: Please confirm the minimum and maximum area that shall be acquired by the employer for construction of the towers at one particular location .</p>	
47.	<p>Part 2 - Employer's Requirements Particular Technical Requirements Section V - B1-d</p> <p>Reference Clause: Two (Full) Dead-End tower types (D1D and D1E) are proposed as Strain and Dead-End (DE) towers for the complete range of line angles, from 0 to 90 degrees, where wind span length is not exceeding 500m; D1D towers at 0 to 30 degrees line angles, and D1E towers at 30 to 90 degrees line angles;</p> <p>Bidder's Query: Please confirm whether D1D tower to be designed for 0-30deg deviation and dead end condition.</p>	Confirmed.
48.	<p>Part 2 - Employer's Requirements Particular Technical Requirements Section V - B1 -5.A402.1</p> <p>Reference Clause: The KMZ File attached as Annex – H1 shows: a. The revised route alignment after a ground survey/verification and tower spotting/pegging exercise which resulted in approximately 175 changes in tower locations from the initial alignment as stated in 1(a) above (as of 31 October 2022).</p> <p>Bidder's Query: Please share the revised details (KMZ, PLS Model and Tower schedule) for the entire line for working</p>	MCA-Nepal will provide updated KMZ, PLS Model and Tower schedule shortly.
49.	<p>Part 2 - Employer's Requirements Particular Technical Requirements Section V - B1 -5.A402.1</p> <p>Reference Clause:</p>	The latest tower schedule including the latest line length will be issued to the bidders shortly. The bidders should prepare their offer based on the latest tower schedule.

	<p>As described above, Bidder's final design will include towers at the precise locations mentioned above unless advised otherwise by the Engineer at time of commencement. The Contractor shall also take care of all changes which may happen during the check survey process by the Contractor. However, there are possibilities of changes of route alignment during the TL RAP preparation work and RAP implementation.</p> <p>Bidder's Query: We understand that any commercial implication due to change in location/quantity/type/extension of tower and foundation etc as per the specified clause shall be payable to the contractor. Please confirm</p>	<p>Any change of route length, tower number and tower type during check survey will be considered as Variation (positive or negative) (subject to approval by Engineer). Regarding change of location and associated variation (positive or negative): Can only be accepted if considered as Variation and approved by Engineer. Regarding extension: The Minimum Tower height requirement is already included in the Bidding Document (refer to Section V-H1). An updated structure schedule will be issued shortly. The Bidder shall carry out their own assessment for the requirement of desired tower height for each tower.</p> <p>Any increase or decrease of tower height compared to what it is stated under Employer's Requirement will attract positive or negative variation. However, the Bidders must adhere to the minimum tower height requirement as specified in the structure list as mentioned under Employer's Requirement.</p>
50.	<p>Part 2 - Employer's Requirements Particular Technical Requirements Section V - B1 -6-Page 21</p> <p>Reference Clause: Bidders shall take into account the reduction of air density with altitude in order to reduce the dynamic air pressure acting on conductors, wires and tower structures. By segmenting appropriately, the longitudinal profile of the line routing through the use of customized Weather Loads, Criteria files, etc. within PLS-CADD line model, the Bidders can customize the applicable loading conditions, as long as the same Reference Design wind speeds are used over the entire line length.</p> <p>Bidder's Query: We understand that , adjustment in air density factor can be adopted in tower designs also. Please confirm.</p>	Confirmed.
51.	<p>Part 2 - Employer's Requirements Particular Technical Requirements Section V - B1 -6-Page 16</p> <p>Reference Clause:</p>	Confirmed.

	<p>c. In the base design phase, full Dead-End towers were used at many locations throughout the line route, with corresponding heavy foundations The Bidder may propose replacing some of these towers by common strain towers, at an ordinary line angle. In the case of large or very large crossings, special functionality for a limited range of line angle, combined to Large (wind) Span or Very Large (wind) Span (as “LS or VLS” could be variants of same tower design) could be a good approach, that could require to only adjust cross-arm designs to suit such special needs.</p> <p>Bidder’s Query: We understand that , foundation design for all towers shall be as per the desired specific function of the tower as per the line spotting. Please confirm</p>	
52.	<p>Part 2 - Employer’s Requirements Particular Technical Requirements Section V - B1 -6-Page 16</p> <p>Reference Clause: tower designed for a line angle up to 60 degrees has normally inherent structural capacity to be used as a full dead-end tower for line entry at 0 degree at a substation, provided all four tower faces (below the lowest cross arm level) are made identical.</p> <p>Bidder’s Query: The selection of member sizes and design of towers shall be as per the forces arrived on each member. Please confirm</p>	Confirmed.
53.	<p>Part 2 - Employer’s Requirements Particular Technical Requirements Section V - B1 -6-Page 17-e</p> <p>Reference Clause: Tower designs may be customized and tailored on actual loading conditions along the line routing. Bidders may propose their own family of tower types and choose the appropriate tower type for each location.</p> <p>Bidder’s Query: We understand that as per the ETP requirement, contractor can propose new group of towers instead of groups mentioned in the technical specification adhering to the employers requirements. Please confirm.</p>	Confirmed.

54.	<p>Part 2 - Employer's Requirements Particular Technical Requirements Section V - B1 -D.4.1 -Page</p> <p>Reference Clause:</p> <p>Exception to Section 2.10.2 (Insulation: Type Transmission) and 2.10.4 (Insulation: Physical Characteristics)</p> <p>4.1 Suspension tower types</p> <p>Suspension tower shall be designed taking into account the following requirements:</p> <p>Insulator Strings shall consist of inclined V-Shaped Insulator Strings, not I- shaped Strings</p> <p>Bidder's Query:</p> <p>The FDR drawing number TWR-D1A-1A-5 indicates I string insulators. Please confirm whether I string insulators or V string insulators as per the mentioned clause has to be considered for design of suspension towers.</p>	<p>The D1A suspension towers with I-Strings, and for the D1B-ALT/D1C-ALT suspension towers with V-Insulator strings.</p>
55.	<p>Annex D, Appendix 6 – Tower Design and Fabrication Specification – Rev. 1, Pg no. 1.2, Cl no 1.1, C, 3,</p> <p>Reference Clause:</p> <p>The towers shall be designed so as to be suitable for adding the body extensions / leg extensions for maintaining adequate ground clearances without reducing the factor of safety (actual stress / allowable stress) available for the members of tested extensions in any manner. Furthermore, the towers shall be designed taking into consideration that any combination (of adjacent or diagonal opposite legs) of minimum and maximum height can be used with a common part or with any tower body extension.</p> <p>Reference the tower drawings for necessary height combinations.</p> <p>Bidder's Query:</p> <p>In order to achieve the specification requirement, we understand that appropriate reductions in the design parameters shall be incorporated while designing of body/leg extensions higher than the testing combination.</p>	<p>Full scale testing of tower with highest body extension of maximum overturning moment, maximum uplift in maximum loading condition to be done as per CBIP-3223 (2014 with latest amendment) and IS-802 (2015with latest amendment)- one Tower per type per lot. In case multiple lots are awarded to the contractor then one tower per type for all lots will be required, provided the same tower design is considered for the type in all lots.</p> <p>Please also note that the contractor is free to propose their own design as per the design criteria mentioned in section V, B1 and its annexures.</p>
56.	<p>Annex D, Appendix 6 – Tower Design and Fabrication Specification – Rev. 1 , Pg no. 2.5, Cl no 2,2.1, D</p> <p>Reference Clause:</p>	<p>Confirmed.</p>

	<p>All redundant members in the tower shall be triangulated. All redundant members shall be designed individually for 2.5% of maximum axial load of connecting members (i.e. leg members, bracing members, etc.). The contractor shall furnish the calculations demonstrating compliance.</p> <p>Bidder's Query: Please confirm whether all redundant (elevation, hip, plan members) are all the members to be triangulated.</p>	
57.	<p>Annex D, Appendix 6 – Tower Design and Fabrication Specification – Rev. 1 , Pg no. 2.6, Cl no 2,2.1, I</p> <p>Reference Clause:</p> <p>The following maximum limit of the slenderness ratio i.e. the ratio of unsupported length of the section in any plane to the appropriate radius of gyration will be adopted:</p> <ol style="list-style-type: none"> 1. For main corner leg members including the corner members of earth wire peak and the lower corner members of the cross-arms:=120 2. For other members having calculated stresses:=200 3. For redundant members:=250 <p>For members having tensile stress only:=375</p> <p>Bidder's Query: Maximum limits of slenderness ratio values to be considered as effective slenderness ratio (kL/r) instead of L/r. Please confirm.</p>	Confirmed.
58.	<p>Annex D, Appendix 6 – Tower Design and Fabrication Specification – Rev. 1 , Pg no 1.3, Cl no 1.2 , C point</p> <p>Reference Clause: Temperature: Average Annual: 15°C Extremes: Low: -30°C High: 40°C</p> <p>Bidder's Query: It is noticed that for loading and sag tension calculations enclosed in the technical specification, these temperature conditions are not considered. Please confirm whether these extreme conditions shall be discarded in tower designs.</p>	Confirmed.

59.	<p>Annex D, Appendix 6 – Tower Design and Fabrication Specification – Rev. 1, Pg no. 2.7, Cl no 2,2.1, L, 1.2.4</p> <p>Reference Clause:</p> <p>Loading tree diagrams, and all the relevant load calculations. Employer has calculated the ultimate external loadings at the conductor, OPGW, and OHGW attachments points. These are provided in the attached tower drawings. The Contractor shall develop the tower designs based on the loadings given by the Employer. The Supplier shall apply wind loads to the tower per the provided tower drawings and IS 802 design standards in addition to the point loads on the towers. For tower heights exceeding 80 m, Supplier shall apply wind loads per equations given in ASCE 74. Supplier shall clearly indicate the basic geometry of the structure.</p> <p>Bidder’s Query:</p> <p>Please confirm for wind loading for towers with height greater than 80m, shall be calculated as per River crossing code IS codes /CBIP manuals</p>	Confirmed.
60.	<p>Annex D, Appendix 6 – Tower Design and Fabrication Specification – Rev. 1 , Pg no. 2.9, Cl no 2,2.1, P</p> <p>Reference Clause:</p> <p>Additionally, any members within 1.5 m of ground shall have a minimum thickness of 13 mm, and the member mark number shall be given an additional character, such as “X”, for such situations.</p> <p>Bidder’s Query:</p> <p>Any member including cleat section within 1.5m height from the ground shall have a minimum thickness of 13 mm . Please confirm.</p>	Confirmed.
61.	<p>Annex D, Appendix 6 – Tower Design and Fabrication Specification – Rev. 1, Pg no. 2.9, Cl no 2,2.1, Q</p> <p>Reference Clause:</p> <p>Supplier shall design and detail anchorage points in compliance with IEEE 1307. Anchorages shall be capable of withstanding 22.2 kN. Anchorages shall be located such that climbers can transition from one anchorage to the next,</p>	Anchorage points should be identified by the Bidder.

	<p>maintaining clip in 100% of the time. The anchorage locations shall be designated on tower drawings such that they are easily identifiable for the Owner's use in developing work procedures. Additionally, step bolts shall be supplied with clips that are structurally capable of serving as anchorage points. See tower drawings for additional requirements regarding climbing provisions.</p> <p>Bidder's Query: Please provide the relevant drawings.</p>	
62.	<p>Annex D, Appendix 6 – Tower testing Specification –</p> <p>Reference Clause: The towers for NEA's 400kV Transmission Line Project shall be tested in accordance with IEC 60652: Loading Tests on Overhead Line Structures, as well as guidelines from ASCE 10-15: Design of Latticed Steel Transmission Structures.</p> <p>Bidder's Query: Please confirm testing as per IS 802-Part3 is acceptable.</p>	IEC 60652 & ASCE 10-15 are to be followed.
63.	<p>Annex D, Appendix 6 – Tower testing Specification –</p> <p>Reference Clause: The towers for NEA's 400kV Transmission Line Project shall be tested in accordance with IEC 60652: Loading Tests on Overhead Line Structures, as well as guidelines from ASCE 10-15: Design of Latticed Steel Transmission Structures.</p> <p>Bidder's Query: Please confirm the maximum body and leg extension to be taken as testing combination.</p>	Confirmed.
64.	<p>Final Design Report for Transmission Lines – Rev. 1, Cl No. 2.12.6, Pg no. 2.54,</p> <p>Reference Clause: Mid Span clearance</p> <p>Bidder's Query: We understand that, the vertical clearances from phase conductor to Ground wire shall be considered as 4m instead</p>	Confirmed.

	of 9m as per IS 5613. Please confirm.	
65.	<p>Particular Technical Requirements Section V - B1 C: 5 Pg No: 45</p> <p>Reference Clause: Low Probability Ice + High Probability wind -5 deg C, 278 Pa, 1.3 cm ice High Probability Ice + Low Probability wind -5 deg C, 811 Pa, 0.61 cm ice</p> <p>Bidder's Query:</p> <p>As per TS, 13mm ice thickness is to be considered in tower design. Please confirm whether unbalanced loading due to ice shedding condition (front span with ice and rear span without ice) to be considered in tower design.</p>	Confirmed.
66.	<p>Part 2 - Employer's Requirements Particular Technical Requirements Section V - B1 3- Tower Geometry & Tower Design</p> <p>Reference Clause: Bidders have flexibility in designing the entire tower geometry. i.e. the overall tower dimensions and arrangement (layout) of latticed steel members on tower faces and even inside the entire "volume" of tower main body and its many extensions. Bidders will then have to optimize all technical aspects of the structural design of each proposed tower type, in full compliance with Employer's Requirements.</p> <p>Bidder's Query: As per the clause, we understand that, the entire tower geometry, panel heights, scheme of leg extensions, body extensions and horizontal dimensions can be decided by the contractor adhering to the employers requirements. Accordingly, FDR and drawings included in the technical specification shall not be a binding in finalizing the tower geometry. Please confirm</p>	Confirmed.
67.	<p>Drawing No: D1A-3-5</p> <p>Reference Clause: Notes for Migratory birds.</p>	Please follow Drawing BRD-SHT-1.

	<p>Bidder's Query: As per the clause, we understand that, in flight wings up and wings out clearance requirement shall be applicable only in stationary conditions of the bird from the phase conductor. However, the actual clearance requirement to ensure the safety of birds cannot be confirmed. Hence please provide the exact clearance requirements to be considered from the phase conductor to ensure safety of birds.</p>	
68.	<p>Drawing No: D1A-3-5</p> <p>Reference Clause:</p> <p>Bidder's Query: While our working, it is observed that, the maximum sag values are not matching the drawings provided in the technical specification (14.60m). We understand that the drawings enclosed are tentative and the actual sag values shall be as per the design requirements . Please confirm.</p>	Confirmed.
69.	<p>Drawing No: D1A-3-5</p> <p>Reference Clause:</p> <p>Notes for Migratory birds.</p> <p>Bidder's Query:</p> <p>We understand that special tower configuration is required for towers spotted in migratory bird zones. Please confirm</p>	Confirmed.
70.	<p>We understand that the contractor has the freedom to choose the number of tower types to be tested from the proposed group of towers. If acceptable, please confirm the overload factor to be considered in the design of non tested towers and their foundation.</p>	Confirmed OLF 1.2 for Tower
71.	<p>195 of 272-Appendix to Letter of Financial Offer- Clause no. 3.1(ii) Title: Engineer's Duties and Authority Description of Clause: 3.(i) Engineer's authority to instruct a Variation is limited to: up to ten percent (10%) of the quantity</p>	<p>Please note that Particular Conditions of Contract states:</p> <p>“The Engineer shall obtain the specific approval of the Employer before taking action under the-following Sub-Clauses of these Conditions: iv. Sub-Clause 13.1 [<i>Right to Vary</i>]: Instructing a Variation, except if such a</p>

	<p>of such individual items, which are included in the Schedule of Prices or other Schedule, or up to One percent (1%) of the Accepted Contract Amount, whichever is less, subject to a cumulative ceiling of US\$100,000 (One Hundred Thousand United States Dollar).</p> <p>3.(ii)Engineer’s authority to approve a proposal for Variation submitted by the Contractor is limited to: up to ten percent (10%) of the quantity of such individual items, which are included in the Schedule of Prices or other Schedule, or up to One percent (1%) of the Accepted Contract Amount, whichever is less, subject to a cumulative ceiling of US\$100,000 (One Hundred Thousand United States Dollar).</p> <p>Proposal by Bidder: Please confirm upon the recourse in case variations exceeds 10% of individual quantities in the proposed bid.</p>	<p>Variation would increase the Accepted Contract Amount by less than the percentage specified in the Appendix to Financial Offer.”</p> <p>Thus, the Engineer can issue variation above the limit stated. However, Engineer is required to take approval of the Employer before issuing such Variations.</p>
72.	<p>197 of 272-Appendix to Letter of Financial Offer- Clause No: 13.8 Title: Adjustment for Changes in Cost Description of Clause: For final date for indices, for price adjustment, the same will be governed by 60 days prior to the date of dispatch of different lot, which is committed by the Contractor for various plants in the bar chart (work Schedule) and approved & accepted by the employer at the time of signing of contract agreement. Proposal by Bidder: We request you to please consider timeline of 30 days prior to date of dispatch, as final date for indices.</p>	<p>MCA-Nepal will review the request and if acceptable, an addendum to the bidding document may be issued.</p>
73.	<p>197 of 272-Appendix to Letter of Financial Offer- Clause No: 13.8 Title: Adjustment for Changes in Cost Description of Clause: For this Contact of Transmission Line the price adjustment clause is applicable only for the tower superstructures, including accessories as stated under Schedule No. 2. Plant and Mandatory Tools and Spare Parts Supplied from Abroad, item number 1 (only Iron and Zinc component) and ACSR conductors under Schedule No. 2. Plant and Mandatory Tools and Spare Parts Supplied from Abroad, item number 2 (Aluminum and Steel component). Proposal by Bidder: (i) Request to include elements which indirectly affects the cost of works such as Labor in PV calculation of tower/ Conductor.</p>	<p>The request is not accepted.</p>

	<p>(ii) Request to include the provision of price adjustment for other activities such as foundation (diesel, labor, cement & other components), erection and stringing.</p> <p>(iii) Further request to provide reference/source of price adjustment formulae.</p>	
74.	<p>239 of 272-Section VII-Particular Conditions of Contract Clause No: 14.3 Title: Application for Interim Payment Certificates</p> <p>Description of Clause: 14.3 © Amount to be retained shall be: ten percent (10%) of Interim Payment Certificates.</p> <p>14.3© Limit of retention money shall be: ten percent (10%) of the Contract Price. Proposal by Bidder: We request not to deduct cash retention for our interim bills. We propose to submit retention BG of equivalent amount valid till DLP .</p>	The Bidding document will not be amended.
75.	<p>240 of 272-Section VII-Particular Conditions of Contract Clause No: Sub-Clause 14.9 Title: Payment of Retention Money</p> <p>Description of Clause: When the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified by the Engineer for payment, the Contractor shall be entitled to substitute a guarantee, in the form annexed to the Particular Conditions or in another form approved by the Employer and provided by an entity approved by the Employer, for the second half of the Retention Money. The Contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the Retention Money and is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security in Sub-Clause 4.2 [Performance Security]. On receipt by the Employer of such guarantee, the Engineer shall certify and the Employer shall pay, or cause to be paid, the second half of the Retention Money. The release of the second half of the Retention Money against such guarantee shall then be in lieu of the release under the second paragraph of this Sub-Clause. The Employer shall return the guarantee to the Contractor within 21 days after receiving a copy of the Performance Certificate. Proposal by Bidder: In case the TOC is delayed for reasons</p>	The request is not accepted.

	not attributable to Contractor, retention money shall be released within 60 days of serving notice of TOC.	
76.	<p>248 of 272-Section VII-Particular Conditions of Contract Clause No: Sub-Clause 21.1 Title: Taxes</p> <p>Description of Clause: “As provided for under the terms of the Compact, most services performed under and activities undertaken in furtherance of the Contract, including in connection with the execution of the Works, are exempt from taxes, duties, levies, contributions or other charges imposed under Laws currently or hereafter in effect in the Employer’s Country (separately “tax” and collectively “taxes”) during the effective term of the Compact, including, without limitation: Proposal by Bidder: Please confirm upon services which are not exempted from taxes, duties, levies etc. under the proposed bid.</p>	Compact Section 2.8 read along with Annex VII – Tax Schedules provide the conditions for tax exemption, refund or reimbursement of Taxes. The bidder needs to assess the application of taxes on its own depending on its status of incorporation and prior registration in Nepal.
77.	<p>Prolongation cost: There is no provision of reimbursement of prolongation cost in case project extends beyond original completion period , for reasons not attributable to Contractor.</p>	Any Extension of time for Completion and related cost shall be dealt as per Conditions of Contract.
78.	<p>As per the bidding document Part 2 B1, Annex C “Structure List, for line “NEW BUTWAL TO NEW DAMAULI”, Note given in comments that Quad circuit towers are required from Str. 1 to Str. 18. The MCA-N 400 kV line will utilized the bottom two circuits while NEA will utilize the top two circuits.</p> <p>a) Total structure quantity given in schedule considering double circuit tower. If bidder will design str. 1 to str. 18 as quad circuit tower than total double circuit tower quantity will be reduce by 18 nos.</p> <p>Please confirm that we have to design quad circuit tower for str. 1 to str. 18 with quad ACSR moose conductor on top circuit as well as bottom circuit.</p>	<p>Please be noted that as per latest survey the total no. of Quad Circuit towers from New Butwal S/S to New Damauli S/S is 16 No. (From tower No. 1 to 16 starting from New Butwal S/S). The latest tower schedule will be issued to the bidders by shortly. The bidders should estimate based on the latest tower schedule.</p> <p>Yes, but for no of Quad circuit towers please follow the latest tower schedule which will be issued to the bidders by shortly. The bidders should estimate based on the latest tower schedule.</p>

	<p>Please confirm that structure height for str. 1 to str. 18 given in schedule considering double circuit tower. Bidder has to design multi circuit tower with required tower height.</p> <p>Please confirm that there is no any base width restriction for quad circuit tower. Bidder can choose the base width according to the design requirement. If any base width restriction is to be followed, than, please provide the same.</p>	<p>Structure height as mentioned is the minimum requirement. The bidders may do their own assessment regarding tower height and other parameters and accordingly estimate their bids.</p> <p>As MCA-Nepal will acquire land for tower footprint prior to check survey there is restriction for base width of all towers. The maximum available area for tower footprint for all towers will be issued shortly to the prospective bidders based on which the bidders should estimate.</p> <p>During the detailed design, if the contractor finds that the area of available footprint is not suitable to accommodate any tower, then they may propose for requirement for additional land and MCA-Nepal will do the needful subject to the approval from Engineer.</p>
79.	<p>As per the bidding document Part 2, B0, Annex E-Transmission Tower Details, Outline diagram with all dimensions (i.e. Base width, panel height, cross arm projection, top width & waist level width) given in document for double circuit towers. We understand that this outline diagram is for reference & indicative only and not mandatory to follow the dimensions given in outline diagram.</p> <p>Please confirm that bidder has to design as per the specification requirement, with dimensions as per the design requirement and there is no any base width restriction for double circuit towers.</p>	<p>Yes, your understanding is correct with the following considerations:</p> <ol style="list-style-type: none"> 1. As MCA-Nepal will acquire land for the tower's footprint prior to check survey, there is restriction for base width of all towers. The maximum available area for tower footprint for all towers will be issued shortly to the prospective bidders based on which the bidders should estimate. 2. During the detailed design if the contractor find that the area of available footprint is not suitable to accommodate any tower, then they may propose a requirement for additional land and MCA-Nepal will do the needful subject to the approval from Engineer. 3. The height of tower as specified in the towers schedule available in Annex H1 of Section V, B1 of the bid document cannot be decreased without prior approval of the Engineer. However, the increase of the tower height is allowed.
80.	<p>As per the bidding document, "Section V – Particular technical requirements, Employer's Requirement B1" cl. 5.A402.1, Page 8, "As a result, Contractors cannot change the</p>	<p>The maximum available area for the tower footprint for all towers will be issued shortly to</p>

tower locations from those presented in these requirements and the tower foundation has to be accommodated within the perimeter of the land acquired by the Employer.”

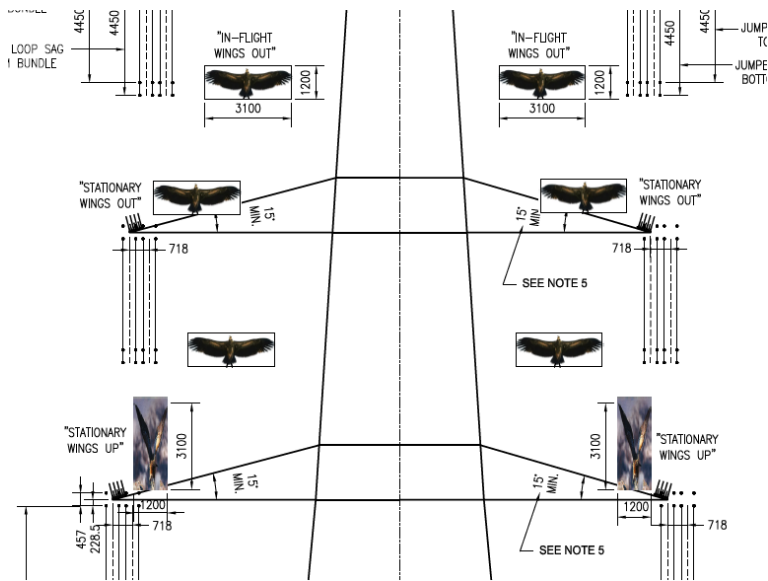
As per the above clause, we understand that bidder has to accommodate the foundation back to back within the land acquired by the employer.

Please provide any foundation back to back width restriction to be followed to accommodate foundation back to back within the land acquired by the employer.

the prospective bidders based on which the bidders should estimate.

81. As per the bidding document Part 2, B1, Page 23, “c. Adding some additional buffer: Electrical Clearance around any “winged Avian Box” shall be taken as 1200 mm.”

Please refer below screen shot for Avian Hot Box dimension from reference single line diagram given



Please confirm, bidder has to keep additional 1200 mm buffer clearance requirement from the Avian box dimension. Avian box dimension is 3100 mm x 1200 mm. 1200 mm buffer clearance is outside the avian box.

Yes, this is correct.

82. Please refer Section II-Bid Data Sheet, Page 51, Part-1, Clause ITB 20.2 :

“The Bid Security shall be in the amount of US\$700,000 for Lot 1, US\$550,000 for Lot 2 and US\$675,000 for Lot 3 or Employer’s local currency equivalent only, with an exchange rate based of Nepal

The exchange rate to be used for conversion is Selling exchange rate.

	<p><i>Rastra Bank dated 28 days before bid submission date stated in this bid document.”</i></p> <p>In case of Bid Security in Employer’s Local Currency equivalent, then whether to consider Selling Exchange rate or Buying Exchange rate of Nepal Rastra Bank. Please Clarify.</p>	
83.	<p>Please refer Section II-Bid Data Sheet, Page 51, Part-1, Clause ITB 21.3</p> <p>As per Bidding Documents, huge documentation required to be prepared to comply against various requirements.</p> <p>Further, there are three Lots & separate Bid required for each Lot (Original + 5 Copies).</p> <p>It seems quite huge volumes & documentation requirements.</p> <p>May we request you review following proposals, if workable:</p> <ul style="list-style-type: none"> a. Reduce no of Copies requirements with Original Bid, may be 1 or max 2. b. Allow Bidders to submit common documentation for various Lots participated, wherever possible, like common documentation for Qualification Criteria for Bidder, for Subcontractors / Manufacturers...etc. c. Allow Bidder to submit additional Bid Copies at later stage, i.e. after deadline of Bid Submission. 	<ul style="list-style-type: none"> a. MCA-Nepal will review the request and if acceptable, may issue an addendum to modify the Bidding Document. b. There are common documentations as well as different documentations required under the bidding document. Common documents such as documents related to qualification can be submitted as one document for all lots. c. No submission shall be accepted after deadline of submission.
84.	<p>We request you to kindly arrange to provide searchable PDF files or World / Excel file of following reports :</p> <ul style="list-style-type: none"> - Part-2 > B0 > Annex_B0 > Anne_8_EIA_Document (Volume1_ETP_EIA_MainReport and Volume2_ETP_EIA_Annexes) <p>Searchable version of above documents will certainly help us to work more effectively duly ensuring compliance with various EIA / Bidding requirements. Please arrange to provide, if possible.</p>	<p>Searchable PDF file is not available. In Nepal the final approved EIA is always signed, stamped and scanned.</p>
85.	<p>We shall perform the Type Test & FAT test witnessing / inspection of goods at Vendor works in presence of Employer / Contractors Representative. Please clarify whether any</p>	<p>“No additional inspection are required to be carried out by the nominated Third Party inspection agency”</p> <p>.</p>

	<p>additional inspection required to be carried out by the nominated Third Party inspection agency. Kindly clarify</p>	
<p>86.</p>	<p>As per the Bidding Document the scope of Permanent and Temporary Access Road making from existing road to each Tower Location shall be responsibility of the Employer/ Client. MCA / client shall provide temporary access road for contractors to perform Check Survey and Soil Investigation and shall also hand over the permanent access road for contractor to perform Foundation and Erection Works. Please clarify and confirm?</p>	<p>Tower access restrictions associated with the EIA development are as follows.</p> <ul style="list-style-type: none"> • No new roads to access tower sites may be constructed on any land. This is to control erosion. • Existing roads may be upgraded, but not widened or extended. This is for the same reason. • No trees may be felled on any land. This is to reduce the loss of forests. • Foot trails to a width of 1.5 metres may be constructed on any land with the correct arrangements (such as by leasing) and with appropriate environmental controls, and with the land rehabilitated afterwards. <p>IFB Part 2 – Employer’s Requirements, Section V – B1, clause 5.A410.1 (Environmental Protection):</p> <p>“In terms of environmental risks to the Contractor’s works, the most significant is likely to be the difficulty of access to the tower sites. The Project must necessarily avoid the construction of access roads on account of the long-term costs and liabilities associated with road construction in steep terrain. The Contractor will therefore need to use non-motorized access processes, as has traditionally been the case in Nepal. Instability or potential instability of the tower foundation sites may be an issue at some locations, although detailed design work has endeavoured to site all towers on stable ground; further information on physical soil properties will be determined during the geotechnical study. The seasonality of rainfall in South Asia, dominated by the intense monsoon period, means that earthworks are not feasible between mid-July and mid-September. For a longer period (May to</p>

		<p>October, and sometimes outside these months), soil erosion is a significant problem on any unprotected earth slope. Not only is soil a valuable resource that society cannot afford to lose, but once it is eroded it becomes a pollutant in water courses.”</p>
87.	<p>In case the handed over access road get eroded / damaged due to rain or natural calamity during construction phase. We presume that the maintenance and restoration of the damaged access road shall be on account of client / employer. Please clarify and confirm?</p>	<p>The Employer shall not arrange any access road for Contractor.</p> <p>The arrangement of access road shall be the responsibility of the Contractor in compliance with MCA-Nepal EIA and ESHSMP document. The maintenance and restoration of the damaged access road due to movement of men, material and machinery shall be on account of the Contractor and the Bidder must consider the associated cost while submitting Technical and Financial Offer.</p> <p>In case of damage of access road due to natural catastrophe such as earthquake, hurricane, typhoon, volcanic activity or landslide the Contractor may either decide for alternate access road or may repair the existing access road in consultation with the local authorities at their cost and time.</p>
88.	<p>In case of any approved and identified Tower location displaces / disappear due to land slide. Then in such case clarify the following;</p> <ol style="list-style-type: none"> a. elaborate the plan and procedure for those location b. In such case rerouting and additional tower requirement shall arise which cannot be anticipated in Tender stage to price it. So please clarify the mechanism for change proposal for additional towers due to rerouting in later construction stage as it a lumpsum contract. 	<p>In such Case, the Contractor has to propose alternate solution to the Engineer and upon approval of the Engineer the Variation (any increase or decrease to the scope of work) will be issued.</p> <p>The rate for such Variation shall be guided by the rate available in the contract document under the heading “Price Reasonability” and “Price Schedule”.</p>
89.	<p>If MCA has identified the Benching and Raised Chimney Location and, in such case, please provide us the identified data’s for all contractor for better understanding and bidding as each location cannot be accessed during tender stage.</p>	<p>MCA has not done any study to identify the requirement of Benching and Raised Chimney Location.</p> <p>The Bidders have to do all the required surveys and carry out their own assessment before submitting their Bids and accordingly include the required cost in their Financial Offer.</p>

		<p>Contours:-The bidders may assess the requirement of benching and revetment from the LiDAR data which will be provided by MCA-Nepal shortly for the entire route except 30km (in different stretches). The contour data for 30km will also be provided separately shortly. However, the bidders shall verify these information before submitting their Bid.</p>
90.	Please provide the length of access road requirement of each location being identified by MCA for contractor understanding to plan the transportation requirement	<p>MCA has not done any study to identify the requirement of access road for each tower locations.</p> <p>The Bidders have to do all the required surveys and carry out their own assessment before submitting their Bids and accordingly include the required cost in their Financial Offer.</p> <p>Note that no new access roads or forest clearing on any land, government or private, are permitted in accessing tower sites, as per section 2.4.2 of the EIA.</p>
91.	Please clarify that the Power Line Crossing Outage requirement including any charges /demurrage to the Nepal Utility if any due to such account shall be the scope of MCA. Please Confirm.	<p>Power Line Crossing: While preparing the Financial Offer, the Bidders should consider the cost associated with the crossing of any transmission/distribution lines as stated under Price Schedule (Section IV. Bid Submission Form) and Price Reasonability (Section IV. Bid Submission Form).</p> <p>The Contractor shall be responsible for preparing an outage schedule, well in advance and submit to the Engineer for their approval. Outage charge, if any shall be paid as per actual based on the approved outage hours by the Engineer and at per applicable outage rate by the utility. The decision of Engineer regarding the duration of the outage hours shall be final and will be the basis for payment (if any). Any additional hours of outage beyond the approved hours by the Engineer shall not be paid.</p> <p>Please refer to the addendum to be issued.</p>
92.	Please clarify that the Forest Clearance shall be provided during entire construction phase by MCA and any renewal during the construction phase shall also to be MCA account. Please clarify.	<p>The cabinet approval for tree clearance will be obtained by MCA-Nepal. The Contractor will be responsible to obtain work permits from DFO and affected Community Forests User Groups (CFUGs), clearance of trees under the</p>

		supervision of the office of DFO and CFUGs, transportation of felled trees to the designated area as determined by DFO and all other associated work as mentioned in IFB.						
93.	Please clarify in case of ground clearance issue during check survey the Tower height can be increased or decreased slightly as per the actual site conditions	The height of tower as specified in the tower schedule available in Annex H1 of Section V, B1 of the bid document cannot be decreased without prior approval of the Engineer. However, the increase of tower height is allowed.						
94.	We received the Lidar Survey Inputs in PLS Tower - SAP Software assessable one and request MCA to furnish the Lidar Inputs which can be accessed by PLS Tower software alone also.	SAPS integration with PLS-CADD and Tower is required to open the provided profile drawings. Without SAPS integration the file will not open. However, you may check the available PDF files. (i.e., Section V/ B1/Annex B -Transmission Drawings Final Design Report-2019-11-08 /Appendix 11_Plan and Profile Drawings).						
95.	In case bidder bidding for all LOTS or combination of any Lots, please let us know whether we have to submit Qualification documents, GTPS, Drawings etc, separately for each lot or we can submit one set of document containing Qualification, Technical Particulars, Vendor Documents, Drawings which are common for all Lots and submit the LOT specific document like Letter of Bid & Price Schedule separately for each lot. Please Clarify & Confirm.	<p>The Bidder should submit separate technical offer for different lots because there are many requirements that need to be separately complied for each lot such as Equipment, Personnel, etc.</p> <p>Further, a bidder may want to present a design, program etc. specific for each lot.</p> <p>The Bidder may submit three separate document for each Lot or they may submit common documents once mentioning the information of lots. As there are common documentations as well as separate/different documentations required under the bidding document. The documents could be submitted as follows too:</p> <table border="1" data-bbox="980 1593 1585 1915"> <thead> <tr> <th data-bbox="980 1593 1276 1759">BDS: ITB 12.2</th> <th data-bbox="1276 1593 1443 1759">Common/ Separate- for each lot</th> <th data-bbox="1443 1593 1585 1759">Remarks</th> </tr> </thead> <tbody> <tr> <td data-bbox="980 1759 1276 1915">1) Letter of Technical Offer</td> <td data-bbox="1276 1759 1443 1915">Could be Common if JV partners</td> <td data-bbox="1443 1759 1585 1915"></td> </tr> </tbody> </table>	BDS: ITB 12.2	Common/ Separate- for each lot	Remarks	1) Letter of Technical Offer	Could be Common if JV partners	
BDS: ITB 12.2	Common/ Separate- for each lot	Remarks						
1) Letter of Technical Offer	Could be Common if JV partners							

			are same in all lots	
		2) Bid Security (Bank Guarantee)	Separate	
		3) TECH-1: Design Proposal	Separate	If, as per Bidder's experience, the information required is same for TECH-1, TECH-2, TECH-3. They may present the same information for three lots and with heading that TECH-1: Design Proposal, TECH-2: Method Statement, TECH-3: Environmental,
		4) TECH-2: Method Statement	Separate	
		5) TECH-3: Environmental, Social Gender, Health & Safety Staffing Methodology	Separate	
		6) TECH-4: Program	Separate	

				Social Gender, Health & Safety Staffing Methodology and TECH-4: Program for Lot 1, Lot 2 and Lot 3
		7) TECH-5: Project Management Organization	Separate	
		8) TECH-6: Construction Equipment	Separate	
		9) TECH-7: CVs of Key Personnel	Separate	
		10) ELI-1: Bidder Information Sheet	Could be Common if JV partners are same in all lots	
		11) ELI-2: Joint Venture/Association /Subcontractor/Key Suppliers/Other Key Vendors Information Sheet	Common in case same JV for all lots	
		12) ELI-3: Government-Owned Enterprise Certification Form	Could be Common if JV partners are same in all lots	

		13) CON-1: History of Contract Non-Performance and Litigation	Could be Common if JV partners are same in all lots	
		14) CON-2: Compliance with Sanctions Certification Form	Separate	
		15) FIN-1: Financial Situation	Could be Common if JV partners are same in all lots	
		16) FIN-2: Average Annual Turnover (Design and Construction)	Could be Common if JV partners are same in all lots	
		17) FIN-3: Financial Resources	Could be Common if JV partners are same in all lots	
		18) FIN-4: Current Contract Commitments/Work s in Progress	Could be Common if JV partners are same in all lots	
		19) EXP-1: General Design Experience	Could be Common if JV partners are same in all lots	
		20) EXP-2: General Construction Experience	Could be Common if JV partners	

			are same in all lots	
		21) EXP-3: Similar Design Experience	Could be Common if JV partners are same in all lots	
		22) EXP-4: Similar Construction Experience	Could be Common if JV partners are same in all lots	
		23) EXP-5: Environmental and Social (E&S) Management and Gender and Social Inclusion Experience	Could be Common if JV partners are same in all lots	
		24) EXP-6: Health and Safety (H&S) Management Experience	Could be Common if JV partners are same in all lots	
		25) REF-1: References of MCC-Funded Contracts	Could be Common if JV partners are same in all lots	
		26) REF-2: References for Contracts Not Funded by MCC	Could be Common if JV partners are same in all lots	
		27) TECH-8: Manufacturer's Authorization	Separate	However, it could be

		28) TECH-9: List of Proposed Subcontractors	Separate	common depend upon Bidders Proposal
		29) TECH-10: List of Proposed Manufacturer and/or Supplier	Separate	
		30) TECH-11: Technical Data Schedule	Separate	
		31) Written confirmation of authorization to sign on behalf of the Bidder as per ITB 21.5 and/or 21.6	Could be Common if JV partners are same in all lots	
		32) Document as per requirement of ITB 5.7 (In case of Joint Venture)	Common or separate depend upon Bidders Proposal	
		Business/ firm registration certificates	Could be Common if JV partners are same in all lots	
		BDS: ITB 12.3		
		1) Letter of Financial Offer	Could be Common if JV partners are same in all lots	
		2) Appendix to Financial Offer	Common or separate depend upon Bidders Proposal	

		3) Schedule of Payments	Same for all lots	
		4) Cash Flow Projection	Common or separate depend upon Bidders Proposal	
		5) Breakdown of Rates and Prices Schedules	Separate	
		i. Schedule No. 1. Design Services	Separate	
		ii. Schedule No. 2. Plant, Goods, Materials and Mandatory Tools and Spare Parts Supplied from Abroad	Separate	
		iii. Schedule No. 3. Plant, Goods, Materials and Mandatory Tools and Mandatory Spare Parts Supplied from Within the Employer's Country	Separate	
		iv. Schedule No. 4. Installation and Other Services Included all Related Civil Works	Separate	
		v. Schedule No. 5. Grand Summary (Schedule Nos. 1 to 4)	Separate	
		vi. Recommended Spare Parts	Separate	

		6. Breakdown of Price for Price Reasonability	Separate	
96.	For BID Submission, we request you to accept 1 original + 2 hard copies + 5 USB Soft Copies instead of 5 Hard Copies to avoid logistic difficulties in handling big boxes, as there are Three Lots which shall sum up the weight of about 200 + kg which shall also ease all Bidders documentation requirements. Kindly review and confirm	The request will be reviewed and if acceptable related addendum to the Bidding Document will be issued.		
97.	Due to recent Covid surge cases in China which is spreading across in several countries. Most of the countries has advised to take the safety precautionary and imposed travel restrictions. In Case if the Covid Surge engulfs the Region and Travel Restriction have been imposed again during March 2023, then in such, we request you to accept the Electronic Bid Submission option also in addition to Hard Copy Submission.	The requirements shall not be modified. If situation changes in the future, MCA-Nepal may issue addendum.		
98.	Please provide the soft copy of Price Schedule in Excel Version for each Lot 1 ,2 & 3 respectively.	Already issued to all prospective bidders. If you have not received, please send the request.		
99.	Please inform the body and leg extension combination to be considered for Type Testing and Proto testing of each Tower Types.	<p>Full scale testing of tower with highest body extension of maximum overturning moment, maximum uplift in maximum loading condition to be done as per CBIP-3223 (2014 with latest amendment) and IS-802 (2015with latest amendment)- one Tower per type per lot. In case multiple lots are awarded to the contractor then one tower per type for all lots will be required, provided the same tower design is considered for the type in all lots.</p> <p>Please also note that the contractor is free to propose their own design as per the design criteria mentioned in section V, B1 and its annexures.</p>		
100.	<p>As per Bidding Condition, all Contractor must quote as Lot item in the Price Schedule for Towers and Foundation including all Hardware Fittings etc., for which the BOQ for each schedule must be annexed wherein Quantity has to be considered by Bidders.</p> <p>As MCA has done Aerial Survey and Tower Quantities are Fixed, we request MCA to Quantify the Price Schedule with Tower Types and Foundation Classes. It is also standard practice by most client to Quantify or provide Quantities in the price schedule to avoid any ambiguity in the Execution stage</p>	This is a Lump Sum contract in line with FIDIC Yellow book Conditions of Contract. The bidders are required to carry out all required survey and investigation to calculate the quantities of various items required to carry out the Work identified under Employer's Requirement as per Conditions of Contract before submitting their Bid.		

	<p>and also to ease the Evaluation of the Bid of all Bidders with Standard Quantities / Soil Classes.</p> <p>This shall lead to remeasurement of Unit Tower and Foundation classes as per the Execution stage actual requirements which shall also be economical in case of Optimization of Bidders assumed Quantities and Soil Classes. Hence request MCA/client to amend the Price schedule with Quantities.</p>	
101.	<p>Please provide the details of the Taxes and Duties which are Exempted for the Project as per the Funding agreement to enable us to suitably quote prices in the schedule.</p>	<p>Compact Section 2.8 read along with Annex VII – Tax Schedules provide the conditions for tax exemption, refund or reimbursement of Taxes. The bidders need to assess the application of taxes on its own depending on its status of incorporation and prior registration in Nepal.</p>
102.	<p>Please Clarify the correctness of our below understanding on Taxes and duties as per the Bidding Document for SCHEDULES 1: DESIGN SERVICES:</p> <p>Quoted price shall be Inclusive of all domestic taxes such as value added tax (VAT), Levies & Withholding Tax payable in the Employers country, which shall be shown separately in Price Schedule & Summary with the Sub Total for the Quoted value without Taxes and with Taxes. Please clarify</p>	<p>Compact Section 2.8 read along with Annex VII – Tax Schedules provide the conditions for tax exemption, refund or reimbursement of Taxes. The bidder needs to assess the application of taxes on its own depending on its status of incorporation and prior registration in Nepal.</p> <p>The Bidders are required to submit Bid Price/Financial Offer excluding taxes exempted under Compact Section 2.8 read along with Annex VII of the Compact.</p>
103.	<p>Please Clarify the correctness of our below understanding on Taxes and duties as per the Bidding Document for SCHEDULES 2: Plant and Mandatory Spare Parts Supplied from Abroad:</p> <p>The Employer shall exempt all customs, import duties, domestic taxes such as, sales tax and value added tax (VAT) and Withholding Taxes for the Imported Materials in the Price Schedule. Hence quoted Price for Imported Materials shall be exclusive of all such Taxes. Please Clarify & Confirm.</p>	<p>Compact Section 2.8 read along with Annex VII – Tax Schedules provide the conditions for tax exemption, refund or reimbursement of Taxes. The bidder needs to assess the application of taxes on its own depending on its status of incorporation and prior registration in Nepal.</p> <p>The Bidders are required to submit Bid Price/Financial Offer by excluding taxes exempted under Compact Section 2.8 read along with Annex VII of the Compact.</p>
104.	<p>Please Clarify the correctness of our below understanding on Taxes and duties as per the Bidding Document for SCHEDULES 3: Plant and Mandatory Spare Parts Supplied from within the Employer's Country:</p>	<p>Compact Section 2.8 read along with Annex VII – Tax Schedules provide the conditions for tax exemption, refund or reimbursement of Taxes. The bidders need to assess the application of taxes on its own depending on</p>

	<p>Quoted price shall be Inclusive of all domestic taxes such as value added tax (VAT) payable in the Employers country, which shall be shown separately in Price Schedule & Summary with the Sub Total for the Quoted value without Taxes and with Taxes. Please Clarify & Confirm.</p>	<p>its status of incorporation and prior registration in Nepal. The Bidders are required to submit Bid Price/Financial Offer excluding taxes exempted under Compact Section 2.8 read along with Annex VII of the Compact.</p>
105.	<p>Please Clarify the correctness of our below understanding on Taxes and duties as per the Bidding Document for SCHEDULES 4: Installation and other Services (Erection, Testing and Commissioning):</p> <p>Quoted price shall be Inclusive of all domestic taxes such as value added tax (VAT) & Withholding Tax payable in the Employers country, which shall be shown separately in Price Schedule & Summary with the Sub Total for the Quoted value without Taxes and with Taxes Please Clarify & Confirm</p>	<p>Compact Section 2.8 read along with Annex VII – Tax Schedules provide the conditions for tax exemption, refund or reimbursement of Taxes. The bidders need to assess the application of taxes on its own depending on its status of incorporation and prior registration in Nepal. The Bidders are required to submit Bid Price/Financial Offer by excluding taxes exempted under Compact Section 2.8 read along with Annex VII of the Compact.</p>
106.	<p>Taxes for the Subcontractor, clearing & Forwarding Agency engaged in the project is also exempted as per main contractor. Please Clarify?</p>	<p>Compact Section 2.8 read along with Annex VII – Tax Schedules provide the conditions for tax exemption, refund or reimbursement of Taxes. Each bidder and its partners need to assess the application of taxes on its own depending on its status of incorporation and prior registration in Nepal.</p>
107.	<p>FAT Witness of Employer & Employer’s Representative Personnel. We request you to provide the cost for per day Allowance if any to be paid during the Witnessing to enable us to include the cost in our estimate effectively.</p>	<p>Please refer to Section V/B0/ Annex 3 (FAT Witness)</p>
108.	<p>Price Adjustment: The Price adjustment is applicable for Towers and Conductor only. As the Contract period is about three years and including evaluation period of another 8 to 10 Months add the Price to be Firm for about Four Years for other items which is a Long period. So request you to furnish PV Formula for Other Items also as per the International Standard PV Formula accepted like IEEMA Formula for the Other TL Items which shall benefit the Client when the Raw material Prices Decreases. We request to have your kind understanding and look forward to your positive response.</p>	<p>MCA-Nepal/Employer will not amend the Bidding Document requirement.</p>
109.	<p>Bid Security (Bank Guarantee):</p> <p>As per Bidding Condition Bid Security Bank Guarantee must be issued through a Local Bank in Nepal through Counter Guarantee from Overseas Bank.</p>	<p>The provision of the bidding document cannot be amended. If the Bid Security is issued by a financial institution located outside the Employer’s country, the Bid Security must be confirmed (counter bank guarantee to be issued) by a correspondent financial institution</p>

	<p>As per International Competitive Bidding practice and FIDIC Rules a bidder can furnish a bid security in the form of an unconditional bank guarantee issued by a reputable source from an eligible country.</p> <p>Hence, we request you to accept the Bid security / Bank guarantee issued directly by a 1st class bank from overseas eligible country like Saudi Arabia. Please Clarify.</p>	located in the Employer's country, satisfactory to the Employer, to make the Bid Security enforceable.
110.	<p>We presume that the Right of Way Compensation, possession of site, access to way leave & obtaining all statutory approvals from various authorities in Nepal will be the responsibility of the Employer (Client). Please confirm?</p>	<p>Possession of Site & ROW compensation- MCA-Nepal responsibility. Access to way leave: Contractor's responsibility along with Cost. Obtaining all statutory approvals from various authorities: Primary responsibility is of MCA-Nepal. However, responsibility for operational clearances, permits, etc. are in the scope of Contractor.</p>
111.	<p>Section III: Qualification and Evaluation Criteria, point no. 16. Similar Construction Experience. The requirement on the above is "Successfully completed at least two (2) construction contracts of Transmission Line with 380kV/400kV and above; within the last ten 10 years..."</p> <p>In this context, we would like to consider at least one (1) substantially completed construction contracts of Transmission Line with 380kV/400kV and above, to qualify for the above tender.</p>	The provision of the bidding document will not be amended. However, please note that the requirement is that the Construction should have completed within last 10 years, but it could have been started before the last 10 years duration.
112.	<p>Performance Security: As per the Clause ITB 31.2(b), the successful Bidder shall furnish the Performance Security for an amount equivalent to 10% of the Accepted Contract Value. In this regard we request you to kindly reduce the performance Bank Guarantee to 3% of the Accepted Contract Amount.</p>	The provision of the bidding document will not be amended.
113.	<p>Joint Venture Partners: Kindly clarify the maximum numbers of partners that can bid together in a Joint Venture or consortium.</p>	No limitation on Joint Venture Partner.
114.	<p>Please modify the Maximum amount of delay damages as 5% instead of 10% on the balance Contract Price only.</p>	The provision of the bidding document will not be amended.
115.	<p>Advance Payment: Please allow the advance payment of 20% instead of 10% Contract Price.</p>	The provision of the bidding document will not be amended.
116.	<p>Please specify all the Taxes that are to be considered as part of the Price bid.</p>	Compact Section 2.8 read along with Annex VII – Tax Schedules provide the conditions for tax exemption, refund or reimbursement of Taxes.

117.	<p>Advance Payment</p> <p>Existing Condition: With respect to clause GCC 14.2, the Employer shall make a Total advance payment of ten percent (10%) of the Accepted Contract Amount less Provisional Sums and Day work, subject to the provision of unconditional bank guarantee, expressed in Dollars of the United States of America to the same value. This advance payment shall be repaid as per GCC and PCC 14.2</p> <p>To be Modified as: With respect to clause GCC 14.2, the Employer shall make a Total advance payment of twenty percent (20%) of the Accepted Contract Amount less Provisional Sums and Day work, subject to the provision of unconditional bank guarantee, expressed in Indian Rupees to the same value. This advance payment shall be repaid as per GCC and PCC 14.2</p>	<p>The provision of the bidding document will not be amended.</p>
118.	<p>Design</p> <p>Existing Condition: 1. 80% of design services price (Schedule 1 (item 1.1. and 1.3)) on progress basis upon approval of design by the Engineer 2. 20% of design services price upon Take Over</p> <p>To be Modified as: 1. 95% of design services price (Schedule 1 (item 1.1. and 1.3)) on progress basis upon approval of design by the Engineer 2. 5% of design services price upon Take Over</p>	<p>MCA-Nepal will review the proposal and if acceptable may amend the provision of the Bidding Document.</p>
119.	<p>Tower Testing</p> <p>Existing Condition: 1. 80% of tower testing price (Schedule 1 (item 1.2)) upon successful completion of testing 2. 20% of tower testing price upon Take Over</p> <p>To be Modified as: 1. 95% of tower testing price (Schedule 1 (item 1.2)) upon successful completion of testing</p>	<p>MCA-Nepal will review the proposal and if acceptable may amend the provision of the Bidding Document.</p>

	2. 5% of tower testing price upon Take Over	
120.	<p>Plant and Materials</p> <p>Existing Condition:</p> <p>(a) 50% of DDP-Work Site in Nepal Price (as per Schedule 2) for Plan and Material through irrevocable letter of credit opened in favor of Contractor's bank upon Delivery to the carrier (supported with appropriate documentations listed below)</p> <p>(b) 30% of DDP-Work Site in Nepal Price (as per Schedule 2) for Plant and Material upon delivery to laydown area on Site after receipt of request for interim payment with Delivery Completion Certificate issued by the Employer showing Contract number, goods description, quantity through irrevocable letter of credit opened in favor of Contractor's bank.</p> <p>(c) 10% of DDP-Work Site in Nepal Price (as per Schedule 2) for Plant and Material upon Take Over of the Works and Services</p> <p>(d) 10% of DDP-Work Site in Nepal Price (as per Schedule 2) for Plant and Material upon completion of defects notification period, after receipt of the request for interim payment.</p> <p>To be Modified as:</p> <p>(a) 65% of DDP-Work Site in Nepal Price (as per Schedule 2) for Plan and Material through irrevocable letter of credit opened in favor of Contractor's bank upon Delivery to the carrier (supported with appropriate documentations listed below)</p> <p>(b) 30% of DDP-Work Site in Nepal Price (as per Schedule 2) for Plant and Material upon delivery to laydown area on Site after receipt of request for interim payment with Delivery Completion Certificate issued by the Employer showing Contract number, goods description, quantity through irrevocable letter of credit opened in favor of Contractor's bank.</p> <p>(c) 5% of DDP-Work Site in Nepal Price (as per Schedule 2) for Plant and Material upon Take Over of the Works and Services.</p> <p>(d) To be deleted.</p>	MCA-Nepal will review the proposal and if acceptable may amend the provision of the Bidding Document.

121.	<p>Installation and Other Services including all related Civil Works</p> <p>Existing Condition:</p> <ol style="list-style-type: none"> 1. Eighty (80) percent of the measured value of Installation and Other Services including all related Civil Works performed by the Contractor, during the preceding month(s), as evidenced by the Statement submitted to the Engineer with the Application for the Interim Payment certificate. 2. Twenty (20) percent of the measured value of Installation and Other Services including all related Civil Works performed by the Contractor upon issue of the Taking-Over Certificate. <p>To be Modified as:</p> <ol style="list-style-type: none"> 1. Ninety five (95) percent of the measured value of Installation and Other Services including all related Civil Works performed by the Contractor, during the preceding month(s), as evidenced by the Statement submitted to the Engineer with the Application for the Interim Payment certificate. 2. Five (5) percent of the measured value of Installation and Other Services including all related Civil Works performed by the Contractor upon issue of the Taking-Over Certificate. 	<p>MCA-Nepal will review the proposal and if acceptable may amend the provision of the Bidding Document.</p>
122.	<ol style="list-style-type: none"> 7. Allow us to submit the Guaranteed Technical Particulars and Type Test Reports after award of contract. 8. Please provide the approved vendor list of Transmission Line Materials and Equipment's. 9. Please allow any one partner in the Joint Venture to submit Bank Guarantee as part of bidding. 	<ol style="list-style-type: none"> 7. Request not acceptable. 8. It is bidders' responsibility. 9. The bidding document requirement will not be amended. However, please refer ITB 20.6, which states "The Bid Security of a Joint Venture or other association shall be in the name of the association that submits the Bid. If the association has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners, or in the name of the designated representative (partner in charge or lead member) as named in the letter of intent or similar document in connection with the formation of the Joint Venture or Association."
123.	<p>Is there any Avalanche data available or not?</p>	<p>Not available.</p>

124.	Kindly tell us that Statutory clearance such as Wildlife, Forest, etc are under the scope of which organization?	Wildlife: Wildlife related any clearance has not been envisaged in this project. Forest: Forest clearance (cabinet approval) will be arranged by MCA-Nepal. However, operational clearance/permits required during actual tree cutting work is in the scope of the Contractor.
125.	Please clarify who will facilitate the process of Compensation for Right of Way (RoW). Does the same is included in the project cost?	A separate Consultant has been engaged by MCA-Nepal for Resettlement and compensation related activities for Tower footprint as well as RoW area. The Bidders shall not consider the cost for such compensation in their bid. However, any cost related to get access to tower, labour camp, laydown area etc. to be considered by the bidder in their bid price.
126.	Please clarify that Termination gantries are under the scope of whom?	Termination at gantries is under the scope of Transmission Line Contractor. Please refer Section V, B0, Scope of Work (interface) for details.
127.	What is the maximum altitude in the route?	Please refer to the latest tower schedule to be issued as an addendum to the Bidding Document. Also, please refer the EIA document.
128.	Any requirement for special foundations for avalanche and snow protection	No such requirement stated. The Bidder should decide.
129.	<p>ITB Clause 5.8 (d) under Conflict of Interest</p> <p>Clarification requested:</p> <p>Here it is stated that the bid shall be considered as inviting "conflict of Interest" if the bidder</p> <p>d) participate in more than one Bid in this 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 provision does not limit the inclusion of the same subcontractor in more than one Bid;</p> <p>We have the following clarification in this regard</p> <p>a. Generally in all multilateral funded contracts the bidders who are also the reputed Manufacturer's of some products (Tower/Conductor/Insulators) are allowed to supply their product through manufacturer authorisation route to other parties competing as EPCs in the same bid. We understand</p>	Subject to abiding the provisions stated under ITC clause 5.8.

	that the same shall also be acceptable here. Pls clarify if the understanding is correct or not.	
130.	<p>ITB Clause 38.6 (d) under Conflict of Interest</p> <p>Clarification requested:</p> <p>It is written in this clause that "During Contract negotiations, the Employer will not consider substitution of any Key Professional Personnel unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity of one of the Personnel. If this is not the case and if it is established that any Key Professional Personnel were offered in the Bid without confirming their availability, the Bidder may be disqualified."</p> <p>We have the following communication in this regards</p> <p>a. Since there are some other reasons like an employee separates from the organization due to Personal issues, hence it is practically impossible to bring the same person at contract negotiation stage. In such cases, the alternative suitable replacement must also be acceptable by MCA. Pls Confirm if the understanding is correct.</p>	<p>The replacement of key personnel is not expected by MCA-Nepal/Employer. The provision of the replacement remains same. However, MCA-Nepal will review the cases as it will be encountered and evaluate the situation when the time will come.</p>
131.	<p>BDS Clause ITB 12.2</p> <p>Clarification requested:</p> <p>It is to submit that since the Bid has common technical specification and common Qualification documents except the requirement of compliance the Qualification Criteria on Aggregate Basis if selected for Award for More than One LOT, hence it is proposed that except the bid security, the common set of documents applicable for all the three lots shall be incorporated in the bid only once and no repetition of the same shall be done lot wise.</p> <p>Any Document, which categorically requires for each lot individually shall be submitted by bidder for each lot.</p> <p>The evaluation team and committee shall consider the submitted common document for all the three lots and score/evaluate for aggregated lot award.</p> <p>Please confirm the acceptance of the same.</p>	<p>Please refer the response to request for clarification # 102.</p>
132.	<p>BDS Clause ITB 15.6 a</p> <p>Clarification requested:</p>	

	<p>In this clause it is mentioned that the bid price shall be quoted on DDP Basis. Also it is mentioned that the tax exemption certificate shall be provided by MCC for which a necessary process shall need to be followed. We have the following queries for your kind consideration and response please.</p> <p>a. Since as per contract conditions, the project is primarily tax exempted project, hence as per our understanding all the supply prices for the material to be imported from outside Nepal must be quoted exclusive of any taxes but as per INCOTERM DDP where Duties etc are to be exempted/Borne by the Employer. Pls confirm if the understanding is correct.</p> <p>b. Being Proximity of Nepal to India, there is possibility that Reinforcement Steel/Cement may also be imported from outside Nepal, hence as per our understanding the custom duties and applicable taxes at custom port for such import shall also be exempted. pls confirm if the understanding is correct or clarify your position in this regards.</p> <p>c. For Services to be Delivered in Nepal, the VAT shall need to be borne by MCA Nepal and Claimed by the Successful contractor from MCA Nepal. Hence Output VAT shall not be the cost to the contractor. Pls Confirm if our understanding is correct or clarify your position in this regards.</p> <p>d. As per our understanding there are two ways to operate in Nepal i) through branch office registration for taxation purpose or 2) By incorporating the Local Subsidiary under Nepali's law. In case of Branch office operation for delivering the project services to MCA Nepal, as per our understanding we shall not be subject WHT Deduction from our Bills. Pls Confirm if our understanding is correct or else clarify your position in this regards.</p>	<p>a. Import Tax is exempted. The Tax exemption letter will be provided by MCA-Nepal for the Goods imported for the purpose of the Compact.</p> <p>b. This shall be as per section 2.8 of the Compact read along with Schedule B, Annex VII.</p> <p>c. This shall be as per section 2.8 of the Compact read along with Schedule A, Annex VII.</p> <p>d. This shall be as per section 2.8 of the Compact read along with Schedule D, Annex VII.</p>
133.	<p>BDS Clause ITB 20.2</p> <p>Clarification requested:</p> <p>Here the amount of bid Securities for Individual Lots are defined as LOT-1 : 700000 USD LOT-2 : 550000 USD & LOT-3 675000 USD</p> <p>We have the following clarification in this regard</p>	

	<p>a. In case the bidder is interested to be eligible for award of 2 Lots, and in any worst case the bidder be awarded only any 2 LOTs out of 3 hence the submittal of 2 Bid Securities which are the larger two i.e 700000 & 675000 must be acceptable to employer, while the bidder shall be submitting all the three bids.</p> <p>b. Similarly if the bidder is interested only for one LOT-1 largest of all bid securities must be submitted by the bidder that shall be applicable for all the three lots.</p> <p>Pls confirm if our understanding is correct or else clarify your position in this regard.</p>	<p>a. Separate Bid Security for each lot is required to be submitted unless there is no addendum.</p> <p>b. Separate Bid Security for each lot is required to be submitted unless there is no addendum.</p>
134.	<p>Letter of Financial Offer item 12</p> <p>Clarification requested: Here it requires bidders confirmation that the bidder is not participating in more than one bid in the capacity of main contractor or Subcontractor. However, is the bidder allowed to participate in more than one bid as a supplier of product? Pls Clarify</p>	<p>Subject to abiding by the provisions stated under ITC clause 5.8. However, a subcontractor (who is not a bidder) can be proposed by more than one bidder, please refer ITB 5.8 (d).</p>
135.	<p>Appendix to Letter of Financial Offer item No 1.2 Interpretation</p> <p>Clarification requested: Here it is mentioned that "Profit shall be 5% of the Cost". Can you please clarify to which context this profit is being talked about</p>	<p>The profit is what is referred under Conditions of Contract.</p>
136.	<p>Appendix to Letter of Financial Offer item No 2.1 Right of Access</p> <p>Clarification requested: it is mentioned here that permanent access to site shall be provided in the phased manner. However knowing the complexity of transmission line works it is requested that the sections provided to start the construction works must be a full stretch and not segregated. Pls clarify.</p>	<p>For the check surveys and geo-technical activities, the Employer will provide temporary site access clearance to the Contractor within Fifteen (15) days after the commencement of contract in accordance with the temporary land access procedures defined in the ESHSMP. However, the field activities for Survey and Geotechnical investigation can only start after fulfilling the criteria mentioned under Section V, B0, 5.6.4; MCA-Nepal Expectation of Contractor's Environmental and Social Planning stated under Bidding Document.</p>

		<p>The clearance for permanent access for the actual construction work will be issued to the Contractor in a phased manner. The clearance for construction of the first lot of towers will be issued before commencement of foundation work as defined in the ESHSMP document. However, the field activities can only start after fulfilling the criteria as mentioned in Section V, B0, 5.6.4 MCA-Nepal Expectation of Contractor’s Environmental and Social Planning Bidding Document.</p> <p>The Contractor must adhere to the permanent access schedule while mobilizing construction teams for foundation and other work.</p> <p>MCA-Nepal will make all efforts to provide a substantial stretch of length to the Contractor, however, this will depend on actual situation on the ground.</p>
137.	<p>Appendix to Letter of Financial Offer item Engineer's Duties and authority Clause 3.1 & 3.2</p> <p>Clarification requested:</p> <p>The clause specify that the engineer authority for instructing the Variation and approving the Variation is only up to 10% of line items qty and 1% of the contract value which ever is less and with a maximum ceiling of USD 100000.</p> <p>It is to understand that the weighted average Tonnage of Individual tower in this contract is almost 55-60 MT which in itself shall be costing near about 100000 USD on DDP Basis (Delivered at Site) Hence, the above clause is Such Restrictive that it shall not even Allow to add One Tower into Contract. Hence it is must to be reviewed in the fair spirit of the contract else from day one it shall be very difficult to address any project issue of Variations if any. Pls Clarify your position in this regard.</p>	<p>Please refer PCC Sub-Clause 3.1 Engineer’s Duties and Authority:</p> <p>“The Engineer shall obtain the specific approval of the Employer before taking action under the-following Sub-Clauses of these Conditions: (iv)Sub-Clause 13.1 [<i>Right to Vary</i>]: Instructing a Variation, except if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Appendix to Financial Offer.</p> <p>Thus, the provision stated under Appendix to Financial offer is the minimum amount for which the Engineer does not have to take approval from the Employer. After the Employer approval, the Engineer can issue a Variation above the limit stated.</p>
138.	<p>Appendix to Letter of Financial Offer item 13.8 Adjustment for Change in Cost</p> <p>Clarification requested:</p> <p>We understand that the Price Adjustment shall be paid on immediate basis on supply of each lot of Tower & Conductor</p>	<p>Payments will follow the process stated under clause 14 of Conditions of Contract.</p>

	<p>as per approved Level 2 Implementation Schedule. Pls Confirm if the understanding is correct.</p>	
<p>139.</p>	<p>Schedule of Payment Clarification requested: From Schedule of Payments it can be seen that 20% of the money is linked to TOC & DLP while in Appendix to Letter of Financial offer Clause 14.3 (c) there is additional deduction of 10% retention money from any Interim Payment Certificate which mean that 28% of the money is blocked out of which 18% shall be released only after TOC and balance 10% after DLP. For Project of such criticality and such restrictive payment terms, it is practically challenging for the contractors to handle such cash flow gap. Hence it is requested that the payment terms are reviewed again and should be made more practical as per international Multilateral Funded Contracts i.e 20% Advance, 70% Interim, 5% on TOC and 5% after DLP. Pls Clarify your position in this regard.</p>	<p>MCA-Nepal will review the request and if acceptable, will issue and Addendum to the Bidding Document.</p>
<p>140.</p>	<p>Price Schedule Clarification requested: In tender specification MCA assessed estimated BOQs are provided. While in the Price Schedule for LOT-1 to 3 all items are asked on lumpsum basis.</p> <p>Further to the Price Schedule for each lot, it has been asked from the Bidder on Price Reasonability where detailed line items list is provided against which the bidder need to fill in the quantities and unit rates. We have the following clarification in this regard</p> <p>a. Since the Project is on Lumpsum Turnkey Basis and hence the bidder must be free to quote as per their own assessed Quantities which may be lesser or more from the quantities assessed by the employer. Please confirm if the understanding is correct.</p> <p>b. As per our understanding the Price Reasonability Break up Schedule where unit prices for each item shall need to be provided by the bidder, shall be used for interim payment purpose also without any further price break up during contract execution stage. Pls Confirm if the understanding is correct.</p>	<p>a. The purpose of the price schedules is to identify the Bid Price which will be used to determine progress payment. The Bidder/future Contractor shall be responsible for supply and installation the required quantities of all items as per Employer’s requirement.</p> <p>b. The Price Schedule and Breakdown of Price for Price Reasonability will be basis for determining the billing schedule (to be prepared by the Engineer in Consultation with the Employer and the Contractor).</p>

	<p>c. In case the answer to the above query is NO, then as per our understanding there shall be another billing break up which shall be used for interim payment release. Pls Confirm if the understanding is correct.</p> <p>d. As per our understanding, the daywork price schedule shall form the part of overall bid evaluation but shall be exercised only when any additional work or variation/change order to the current contract is issued to the contractor. Pls Confirm if the understanding is correct or clarify your position in this regards</p>	<p>c. Please refer to the above answer.</p> <p>d. The Daywork rates may be used for any additional work required, which are not included under the Employer's requirements. The Daywork price shall be included for the evaluation and day work schedule will be included in the Contract for executing additional Work. Daywork will only be paid if the Contractor is requested to carry out additional work.</p>
141.	<p>KMZ File Hetauda SS Clarification requested: We refer the kmz file where a new line starts from Hetauda SS approx. 3.37 km (green colour) points with BM1, BM1/1, AP1 , AP 2 going to south of the line. We understand that contractor's scope of works is from Ratmate to Hetauda S/S only. This 3.37 km line is not in contractor's scope. Please clarify.</p>	<p>Please follow the latest route alignment drawing (kmz) to be issued to all the bidders shortly.</p>
142.	<p>Tree Cutting Clarification requested: As per standard practice in Nepal, for forest region, tree numbering is in the scope of Contractor and tree cutting is in scope of employer. Also, all necessary permissions from ministry of forest and / or any other concerned authorities are obtained by the employer. We presume for this project also, necessary permissions and tree cutting shall be responsibility of employer. Please confirm.</p>	<p>The cabinet approval for tree clearance will be obtained by MCA-Nepal. The Contractor will be responsible for obtaining the permits from DFO and affected Community Forests User Groups (CFUGs), clearance of trees under the supervision of the office of DFO and CFUGs, transportation of felled trees to the designated area as determined by DFO and all other associated work as mentioned in IFB. The bidder should consider the associated costs in their Financial Offer. Please also note that Tree numbering (during forest census survey) in the scope of the Employer and Tree cutting is in the scope of the Contractor.</p>
143.	<p>Survey Clarification requested: As per standard practice in Nepal, for forest region, tree numbering is in the scope of Contractor and tree cutting is in scope of employer. Also, all necessary permissions from</p>	<p>See the answer as stated above. The Forest Census survey will be conducted by the Employer.</p>

ministry of forest and / or any other concerned authorities are obtained by the employer.

We presume for this project also, necessary permissions and tree cutting shall be responsibility of employer. Please confirm.

144. Foundation type soil classes

Clarification requested:

The tower quantities along with the extensions (structure list – in Annex C) have been provided in the specification.

Further we would like to inform you that we refer the soil investigation report, in which at most of the locations soil investigation was carried out of the line / away from the line and it is very difficult for contractors to envisage the exact soil class at tender stage. Hence we request you to please provide us the foundation type soil classes as per the following summary.

Foundation type		Lapsipedi - Ratmate	Ratmate - Hetauda	Ratmate - New Damauli	Damauli - New Butwal	New Butwal - India border
Line length	km	59 km	58 km	90 km	90 km	18 km
Total Locations (Twr)	Nos	163	142	249	248	52
Soi Type 1 - Normal dry soil	Nos					
Soi Type 2 - wet soil	Nos					
Soi Type 3 - soft rock / fissured soil	Nos					
Soi Type 4 - sandy soil	Nos					
Micropiles - all type soil	Nos					
Steel grillage foundation	Nos					

This will help us in preparing most competitive and comprehensive proposal.

The Bidder should carry out all the required survey, soil and/or other investigation required to determine the type of foundation for each tower under different soil condition before submitting their bid.

145. LIDAR Survey at execution stage

Clarification requested:

Kindly confirm that LIDAR survey is not mandatory for the contractor to be carried out during execution stage.

LIDAR Survey is not required by the Contractor during check survey or during execution stage. The Employer will provide the available LIDAR data to the bidders through an addendum to the Bidding Document shortly. The Employer will also provide the contour data for approximately 30km of line length (under different stretches), where the route has been changed to mitigate the social and technical issues. As stated above, the contour data will also be issued shortly to the bidders through an addendum to the Bidding document.

146.	<p>Tower quantities</p> <p>Clarification requested:</p> <p>The tower quantities specified in excel file “SUMMARY OF TOTAL NUMBER OF TOWER IN EACH SECTION” is different from BOQ in pdf file.</p> <p>Please confirm which one to consider.</p>	<p>The Quantity stated in the Section V, B1, Annex H2 (to be issued shortly) to be followed.</p> <p>Also, please note that the document attached to the Bidding document is Price Schedule and not a BoQ. The purpose of the price schedules is to identify the Bid Price which will be used to determine progress payment. You should include all cost that required to carryout the works stated under Employer’s Requirement as per Conditions of Contract in the Price Schedule. Price for items not mentioned in the Price Schedule but required to be carried out at per Employer’s Requirement shall be included in other items in the Price Schedule.</p>
147.	<p>Vehicle</p> <p>Clarification requested:</p> <p>As per our understanding the Vehicles required for Project Purpose can very well be procured and supplied from Outside Nepal and Custom Duties and taxes as applicable while importing the Vehicle into Nepal shall be exempted or borne by the Employer. Pls Confirm if our understanding is correct.</p>	<p>This shall be as per section 2.8 of the Compact read along with Schedule B, Annex VII.</p>
148.	<p>Technical Data Sheet - Insulator Strings, Insulating Material</p> <p>According to the Technical Data Schedule, insulating material for 120 kN insulator is specified as Porcelain. However, for other insulators (530 kN, 400 kN, 300 kN, 210 kN) it is specified as glass.</p> <p>Please confirm the type of material to be used for the Insulators.</p>	<p>All insulators string will be of Porcelain type.</p>
149.	<p>Coupling:</p> <p>Clarification requested:</p> <p>Required coupling specified is as per both IEC and ANSI standards. However, IEC and ANSI standards are different.</p> <p>We presume coupling meeting requirement of either IEC or ANSI shall be acceptable. Please confirm.</p>	<p>Confirmed</p>
150.	<p>Annex D Appendix 8 - Insulator Specification Rev 1, Clause 3.1</p> <p>Section III Evaluation and Qualification Criteria</p> <p>Clarification requested:</p>	<p>Section III Evaluation and Qualification Criteria is required to be considered.</p>

	<p>Qualification requirement for insulator manufacturer specified in Appendix 8 and in Section III Evaluation and Qualification Criteria are different. Please confirm which qualification criteria to be considered.</p>	
151.	<p>KN ratings of Insulators:</p> <p>Clarification requested: In the technical specifications there is a mention of 400 KN and 530 KN insulators. however the same are not specified in the estimated BOQ. Please confirm whether the same are required are not.</p>	<p>Please note that the document attached to the Bidding document is Price Schedule and not a BoQ. The purpose of the price schedules is to identify the Bid Price which will be used to determine progress payment. You should include all cost that required to carry out the works stated under Employer's Requirement (which includes Technical Specification) as per Conditions of Contract in the Price Schedule. Price for items not mentioned in the Price Schedule but required to be carried out at per Employer's Requirement shall be included in other items in the Price Schedule.</p>
152.	<p>Project Insurance</p> <p>Clarification requested: Project insurance purchased from outside Nepal shall be acceptable. Please confirm.</p>	<p>The Insurance provided should be applicable/enforceable in the territory of Nepal for it to be acceptable.</p>
153.	<p>Taxes and Duties Price Schedule & Particular Conditions of Contract clause 21.1</p> <p>Clarification requested: As specified in price schedule</p> <ul style="list-style-type: none"> - All items supplied from abroad shall be quoted on DDP basis. - The Contractor shall also be responsible for custom clearance, loading, unloading, insurance, transportation, off-loading at Site and any other associate charges. 	

	<p>- Tax exemption letter as per MCC Compact provision shall be provided to the winning bidder/future contractor if required</p> <p>As per Particular Conditions of Contract clause 21.1 ".....the Contract, including in connection with the execution of the Works, are exempt from taxes, duties, levies, contributions or other charges imposed under Laws currently or hereafter in effect in the Employer’s Country (separately “tax” and collectively “taxes”) during the effective term of the Compact....."</p> <p>Please clarify the following</p> <ul style="list-style-type: none"> - We understand that all local taxes and duties shall be exempt for the project. - Prices to be quoted and bid evaluation shall be exclusive of all taxes, duties, VAT, levies etc. and the same are to be mentioned in the "Letter of Financial offer". - Taxes and duties exemption shall also be applicable to all Subcontractors and suppliers. 	<p>Compact Section 2.8 read along with Annex VII – Tax Schedules provide the conditions for tax exemption, refund or reimbursement of Taxes. The bidders and their partners need to assess the application of taxes on its own depending on its status of incorporation and prior registration in Nepal.</p>
154.	<p>We have a query on Section III: Qualification and Evaluation Criteria, point no. 16. Similar Construction Experience.</p> <p>The requirement on the above is “Successfully completed at least two (2) construction contracts of Transmission Line with 380kV/400kV and above; within the last ten 10 years...”</p> <p>In this context, we would like to consider at least one (1) substantially completed construction contracts of Transmission Line with 380kV/400kV and above, to qualify for the above tender.</p>	<p>MCA-Nepal/Employer will not amend the requirements of the Bidding Document.</p>
155.	<p>As part of the bidding and we appreciate your effort to publish the clarification and inform all the prospective bidders about /our request. Since our company team has already reached Kathmandu and waiting for your kind support since 15.01.2023 to do the preliminary survey of the 3 lots.</p> <p>Presently we would like to do a preliminary site visit on our own till you organise the comprehensive field visit, further we</p>	<p>The prospective bidders shall carryout all required surveys by themselves before submitting their Bids.</p> <p>Any bidder who wants to go to the Site by themselves shall visit the site on their own</p>

already received the Google coordinates and other documents, more over we have knowledge of all the 3 sites and we can do the preliminary survey on our own with your kind permission as part of the bidding.

Hence, I request you to kindly register our company under the mandatory clause of the site visit as part of the tendering and we look forward to receive the required clarification on our request in the interest of the competitive bidding.

arrangement, cost and responsibility. You can carry out all site surveys necessary to submit the bid.

The Site Visit as planned in accordance with the Bidding Document has been completed and all bidders' representatives that requested to attend the site visit were allowed to do so.

156. Please let us know how many TL tower designed in each Lot 1, 2 & 3 respectively.

Please refer to Breakdown of Price for Price Reasonability for type of tower and also please refer Section 5, B1. However, Contractors are free to do their own assessment and propose tower types.

157. Bidder can be direct supplier and also a direct bidder??

Subject to abiding by the provisions stated under ITC clause 5.8.

158. In ESHSMP (Section - 10.2, Sub section - 2.2) Injuries due to inadequate provision of safety equipment is mentioned as BOQ item in all contract. Screen shot is as below.

Necessary line items have been added in ESHSMP Price Schedule under serial no. 6 and also in Price Reasonability Sheet under serial no. 9. This information will be issued as an Addendum to the Bidding Document.

Potential impacts	Mitigation measures	Responsibility for implementation	Budget provision	Standard or Guideline to be met	Monitoring Check timing	Responsibility to check	Condition assessment	Action required
2. Occupational Health and Safety								
2.1 Workers are unaware of the dangers from the sites (transmission lines, substations, quarries, etc.) they are working in, leading to high rates of injury.	<ul style="list-style-type: none"> Ensure that workers are given safety inductions, toolbox talks and full daily and weekly briefings. Develop a culture of admonishment for unsafe acts. Obligate managers to set good examples for respecting safety on site. Ensure that all management staff from MCA-Nepal, the Engineer and Contractors always abide by the Safety Absolutes. 	Contractor's Site Manager	Not applicable: these are a statement of professional working standards.	MCA-Nepal Safety Absolutes	Weekly during site operations	Engineer's Health and Safety Manager.	<ul style="list-style-type: none"> Interviews with workers To be completed at each check. 	Complete at check if compliance is not satisfactory.
2.2 Injuries due to inadequate provision of safety equipment	<ul style="list-style-type: none"> Provide all workers with safety equipment appropriate to the work that they are doing Do not allow workers on to a site unless they are wearing the appropriate safety gear Keep first aid kits on all work sites, and ensure they remain stocked and all items are in-date. Ensure that there are two people on each work site who know what to do if there is an accident and how to use the first aid kit. 	Contractor's Site Manager	BOQ items budgeted in all contracts.	MCA-Nepal Safety Absolutes E.6.2	Weekly during site operations.	Engineer's Health and Safety Manager.	<ul style="list-style-type: none"> Visual inspection Documents Interviews with workers To be completed at each check. 	Complete at check if compliance is not satisfactory.

But the same is not considered in (Annex -6) ESHSMP BOQ.

We need a clarification on that discrepancy in ESHSMP & ESHSMP BOQ.

159. In ESHSMP (Section - 10.2, Sub section - 2.1) Workers are unaware of the dangers from the sites (transmission lines, substations, quarries, etc.) they are working in, leading to high rates of injury is mentioned as budget provision not applicable

See MCA-Nepal's response under serial no. 165 (above)

Potential impacts	Mitigation measures	Responsibility for implementation	Budget provision	Standard or Guideline to be met	Monitoring Check timing	Responsibility to check	Condition assessment	Action required
2 Occupational Health and Safety								
2.1 Workers are unaware of the dangers from the sites (transmission lines, substations, quarries, etc.) they are working in, leading to high rates of injury	<ul style="list-style-type: none"> Ensure that workers are given safety inductions, tool-box talks and full daily and weekly briefings. Develop a culture of acknowledgment for unsafe acts. Obligate managers to set good examples for respecting safety on site. Ensure that all management staff from MCA-Nepal, the Engineer and Contractors always abide by the Safety Absolutes. 	Contractor's Site Manager		Not applicable; these are a statement of professional working standards.	Weekly during site operations	Engineer's Health and Safety Manager	<ul style="list-style-type: none"> Interviews with workers To be completed at each check. 	Compliance at check if compliance is not satisfactory.
2.2 Injuries due to inadequate provision of safety equipment	<ul style="list-style-type: none"> Provide all workers with safety equipment appropriate to the work that they are doing. Do not allow workers on to a site unless they are wearing the appropriate safety gear. Keep first aid kits on all work sites, and ensure they remain stocked and all items are in-date. Ensure that there are two people on each work site who know what to do if there is an accident and how to use the first aid kit. 	Contractor's Site Manager	BOQ items budgeted in all contracts.	MCA-Nepal Safety Absolutes E.6.2	Weekly during site operations	Engineer's Health and Safety Manager	<ul style="list-style-type: none"> Visual inspection Document Interviews with workers To be completed at each check. 	Compliance at check if compliance is not satisfactory.

where as in ESHSMP BOQ, SL. No -1.03. Conduct Employee Induction Training on H&S and environmental/social/cultural sensitivity considered as milestone guide (Monthly on evidence of verification, as relevant, according to agreed schedule.

Annex 6b ESHSM BOQ-PRICING GUIDE					
S No.	ESHSM-related work	Unit	No (estimate)	Expectation	Milestone guide *
1. General Mitigation Measures					
1.03	Conduct Employee Induction Training on H&S and environmental/social/cultural sensitivity	Lot	1 course, 500 training overs per contract	An appropriate training course and training materials on these matters that comply with or exceed the requirements of sections 6, 7 and 8 of the Employer's ESHSM; competent delivery of the training to all of the Contractor's staff; refresher training of staff and new training for new staff; and evidence from regular reporting that it is being implemented effectively.	Monthly on evidence of verification, as relevant, according to agreed schedule.

*Note on Milestones for ESHSM works. Some ESHSM actions will be paid against deliverables at the end of the month in which they are certified as complete; these are the creation of a satisfactory CESHSM, construction of sewage plants (at camps, laydown areas, etc.) and pre-clearance tree surveys. A monthly schedule will be agreed with the Engineer for all other ESHSM activities, and the completed items may be billed as per that schedule as part of each regular monthly claim. All bills (for all works implemented by the contractor) will require an ESHS certificate for payment (as well as other certificates). ESHS certificates will be dependent on the Contractor meeting the agreed ESHSM schedule.

We need clarification on We need a clarification on that discrepancy in ESHSMP & ESHSM BOQ.

Necessary language has been incorporated under SN 1.03 in ESHSMP BoQ as well as in Price Reasonability Sheet under SN 9.1.3

160. In ESHSMP (Section - 10.2, Sub section - 3.4) Sexual exploitation and gender-based violence (GBV) increase in communities near large work sites (substations and big laydown areas), due to the influx of temporary labourers is mentioned as budget provision not applicable. Screen shot is as below.

But in ESHSMP BOQ, (SL. No - 1.04) implement Community Grievance Redress Plan considered as milestone guide (Monthly on evidence of verification, as relevant, according to agreed schedule.)

Please refer to SN 5.04 of the ESHSMP BoQ

Please refer to SN 1.04 of the ESHSMP BoQ

Potential impacts	Mitigation measures	Responsibility for implementation	Budget provision	Standard or Guideline to be met	Monitoring Check timing	Responsibility to check	Condition assessment	Action required
3.4 Sexual exploitation and gender-based violence (GBV) increase in communities near large work sites (substation and big laydown areas), due to the influx of temporary labourers.	<ul style="list-style-type: none"> Issue policy statements on the project's adherence to Nepalese law regarding sexual exploitation (including children and prostitution) and gender-based violence and display of information in public spaces. Ensure that sections referring to GBV and sexual harassment are included explicitly in the Contract of Employment and workers Code of Conduct for each employee. Include a summary of sexual harassment, exploitation, GBV topics in the toolbox talk on a regular basis. Include awareness raising on these issues in trainings and site briefings including reporting mechanisms in cases of incidents. Set up GRCM, Complaint box, hotline telephone for anonymous reporting mechanism. Ensure reporting and responding of the allegation immediately to the Engineer's GSI specialist and MCA-Nepal. Ensure that a special investigation procedure under HR Manager is established for allegations against employees for sexual harassment, GBV. Ensure the perpetrator will be dismissed in proven cases. 	Contractor's Site Manager	Not applicable: represents good standard management practices.	C.6.1 C.6.3 C.6.4 E.7.2 E.7.3	<ul style="list-style-type: none"> Before starting work. Monthly during site operations. 	Engineer's Health and Safety Manager, supported by Community Liaison Officers and MCA-Nepal GSI Specialist.	<ul style="list-style-type: none"> Interviews with workers To be completed at each check. 	Compliant at check if compliance is not satisfactory.

S No.	ESHSM-related work	Unit	No (estimate)	Expectation	Milestone guide *
1. General Mitigation Measures					
1.04	Implement Community Grievance Redress Plan	Lot	Allow for 100 grievances per contract	Full participation by the Contractor in the Project's Grievance Redress Mechanism as described in sections 4.5 and C.4.4 of the Employer's ESHSM, and evidence from regular reporting that it is being implemented effectively.	Monthly on evidence of verification, as relevant, according to agreed schedule.

161. We need a clarification on that discrepancy in ESHSMP & ESHSMP BOQ.

- In ESHSMP (Annex – E5.14c) Soil erosion mitigation measures specified not reflected in ESHSMP BOQ provision SL. No – 2.01. This need to clarified.
- In ESHSMP (Section - 10.2, Sub section - 12.1) Dust from construction sites and access tracks to ancillary infrastructure affects local communities and crops is budgeted

Please add the cost of soil erosion mitigation control under 2.01.

Please add the cost of dust control under 2.04.

Potential impacts	Mitigation measures	Responsibility for implementation	Budget provision	Standard or Guideline to be met	Monitoring			
					Check timing	Responsibility to check	Condition assessment	Action required
12. Air Emissions Management								
12.1 Dust from construction sites and access tracks to ancillary infrastructure affects local communities and crops	<ul style="list-style-type: none"> Enforce dust control measures during the dry season. Enforce strict speed limits (15 km/h) on earth tracks by placing speed bumps. Always provide warning signs with speed bumps. Spray water on to dry earth surfaces. Stop work in very windy, dry weather. 	Contractor's Site Manager, supported by Environment Manager	Speed bumps and water spraying are BOQ items. Other measures: not applicable: represents good standard management practices.	E.6.4 MCA-Nepal's and Contractor's Traffic Management Plans	<ul style="list-style-type: none"> Monthly during site operations. 	Engineer's Environment Specialist.	<ul style="list-style-type: none"> Visual inspection Documents Air quality monitoring using dust meters To be completed at each check. 	Compliant at check if compliance is not satisfactory.

But in ESHSMP BOQ (SL. No - 2.04) only Spray disturbed areas with water if substantive off-site fugitive dust impacts occur mentioned but provision of Speed Bump not mentioned.

Annex 6b ESHSM BOQ: PRICING GUIDE					
S No.	ESHSM-related work	Unit	No (estimate)	Expectation	Milestone guide *
2. Physical Environment Mitigation Measures					
2.04	Spray disturbed areas with water if substantive off-site fugitive dust impacts occur	Lot	Allow for 100 spray events of 1000m ² each per contract	All surfaces from where dust is otherwise blowing are watered as necessary in the dry season, according to the Engineer's instruction (which the Contractor may also recommend)	Monthly on evidence of verification, as relevant, according to agreed schedule.

Need clarification on discrepancy or inclusion in ESHSMP BOQ.

This is part of the overall cost and not a separate BOQ item. The Contractor must bear the cost within its overall works estimate and the bidder may consider speed bump if they find it as appropriate.

162. In ESHSMP (Section - 10.2, Sub section - 8.2) Disturbance and danger from explosives and blasting is budgeted

Potential impacts	Mitigation measures	Responsibility for implementation	Budget provision	Standard or Guideline to be met	Monitoring			
					Check timing	Responsibility to check	Action required	
8.2 Disturbance and danger from explosives and blasting	<ul style="list-style-type: none"> Obtain formal licensing from the government. Involve the Nepal Army from the planning stage onwards. Abide by Nepalese laws and regulations regarding the handling, storage and use of explosives. Be particularly strict in enforcing safety regulations when using explosives. Follow the detailed specifications for blasting provided in the ESHSMP, see Annex E.5.11. Ensure that blasting does not create excessive noise and vibration disturbance to wildlife and communities. Do not allow any unauthorised person to have access to explosives. Do not allow anyone to use welding equipment, smoke, cook food, light any fire or use a mobile phone within 50 metres of an explosives store. 	Contractor's Site Manager	Blasting is a BOQ item. Other measures: not applicable, represents good standard management practices.	E.5.11	<ul style="list-style-type: none"> Before start of work. Monthly during site operations. 	Engineer's Environment Manager	<ul style="list-style-type: none"> Visual inspection Documents Interviews with the workers Noise measurements To be completed at each check. 	Comply at check if compliance is not satisfactory.

But in ESHSMP BOQ blasting is not included, need clarification for better understanding.

This is provided to cover any exceptional case if there is no solution available that avoids blasting having to be used. If this happens, then the Engineer will need to raise a Variation Order.

163. In ESHSMP (Section - 10.2, Sub section - 13.6) Bird nesting sites are reduced by vegetation clearance and other project activities is budgeted

13.6 Bird nesting sites are reduced by vegetation clearance and other project activities.	<ul style="list-style-type: none"> If significant bird nesting sites are found to be destroyed during construction, install nesting ledges on towers (but not transmission towers) to provide alternatives. 	Contractor's Site Manager, supported by Environment Manager	Towers and nesting ledges are a BOQ item.	APLIC Manuals	Monthly during site operations.	Engineer's Environment Specialist, supported by Social Safeguards Specialist.	<ul style="list-style-type: none"> Visual inspection Documents Interviews with workers To be completed at each check. 	Comply at check if compliance is not satisfactory.
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Bird nesting platforms are already covered under SN 1 of Price Schedule (Schedule No. 2).

This will also be mitigated by MCA-Nepal through reforestation activities which is not under the scope of Bidding Document.

But in ESHSMP BOQ it is not considered. Need clarification on discrepancy or inclusion in ESHSMP BOQ.

164. In ESHSMP (Section - 10.2, Sub section - 13.5) Birds are killed by colliding with conductors, or by electrocutions is budgeted

13.5 Birds are killed by colliding with conductors, or by electrocutions.	<ul style="list-style-type: none"> Install marker spheres on earth wires at all locations where the EIA recommended this method to improve visibility. Construct transmission lines to design, so that the risk of electrocution of birds is eliminated. 	Contractor's Site Manager, supported by Environment Manager	Contractor visibility marker spheres are a BOQ item.	APLIC Manuals	Monthly during site operations.	Engineer's Environment Specialist, supported by Social Safeguards Specialist.	<ul style="list-style-type: none"> Visual inspection Documents Interviews with workers To be completed at each check. 	Comply at check if compliance is not satisfactory.
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But in ESHSMP BOQ it is not considered. Need clarification on discrepancy or inclusion in ESHSMP BOQ.

Bird reflectors are already covered under SN 1 of Price Schedule (Schedule No. 2).

165. In ESHSMP (Section - 10.2, Sub section – 14.1) Noise disturbance at excessive levels from construction activities, laydown areas, quarries, etc. is budgeted

Potential impacts	Mitigation measures	Responsibility for implementation	Budget provision	Standard or Guideline to be met	Monitoring			
					Check timing	Responsibility to check	Condition assessment	Action required
14. Noise Abatement								
14.1 Noise disturbance at excessive levels from construction activities, laydown areas, quarries, etc.	<ul style="list-style-type: none"> Minimise site-generated noise to the greatest possible extent. Do not allow works to occur during the hours of darkness (8 pm to 6 am) within 500 metres of a dwelling. Do not allow works to occur on religious holidays. Provide warnings of blasting, starting at least 24 hours ahead, and ensure no one is within the 500-metre clearance zone. Sirens to be blown before blasting activities. Provide communities, through the ESP-CA, with details of the works programme. Do not deviate from the agreed timing of works. Provide ear protection to all workers exposed to noise over 70 dB(A). Do not allow any person to come close to a machine without having ear protection in place. 	Contractor's Site Manager, supported by Environment Manager and Community Liaison Manager	Workers' ear protection is a BOQ item as part of PPE. Other measures: not applicable: represents good standard management practices.	GOON Noise Control Rules	<ul style="list-style-type: none"> Before starting work Monthly during site operations. 	Engineer's Health and Safety Manager	<ul style="list-style-type: none"> Visual inspection Documents Interviews with workers Interviews with communities Noise measurements To be completed at each check. 	Comply at check if compliance is not satisfactory.

But in ESHSMP BOQ it is not considered. Need clarification on discrepancy or inclusion in ESHSMP BOQ.

This is part of the overall cost and not a separate BOQ item. The Contractor must bear the cost within its overall works estimate.

166. In ESHSMP BOQ (Clause – 3.01) Conduct pre-clearance surveys for tree clearance scope not cleared.

MCA-Nepal will conduct forest census survey followed by marking on trees to be felled. Before clearance of trees the contractor shall perform a pre-clearance survey and prepare necessary report to obtain clearances from DFO.

167. In ESHSMP (Annex – E6.2) Specification of PPE is not mentioned (only International Standard mentioned.) need more clarity for procuring the same.

The Contractor needs to propose suitable PPE depending on its methodology. This will then be subject to approval by the Engineer.