



## CLARIFICATION #8

FOR

### PROCUREMENT OF PLANT DESIGN, SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LOT 1: 400 kV RATMATE SUBSTATION AND WORKS AT LAPSIPHEDI AND NEW HETAUDA SUBSTATIONS, LOT 2: 400 kV NEW BUTWAL SUBSTATION, LOT 3: 400 kV NEW DAMAULI SUBSTATION

Ref No: MCA-N/ETP/CB/004

Date of Issue: 22 September 2023

SN	Reference to the Bidding Document	Questions from Bidders	Response of Millennium Challenge Account Nepal (MCA-Nepal)
1.	<b>Addendum #9 PSR 2.2.1.c &amp; Price schedule 2 Cl. 2.2.2 &amp; 2.2.4</b> <i>Transformer 220kV side bays</i>	The scope of Transformer has been increased to 3 no. However the scope for 220kV side bus extensions, integration with existing system have not been included anywhere in scope or price schedules.	The necessary equipment for the integration at the 220kV system has already been included in the BPS.  Furthermore, necessary structures required will be included in addendum #10 to the bidding documents as, “ <i>Gantry Column, Girder and other necessary structure &amp; associated hardware fittings for bus extensions and integration with existing 220kV system</i> ”, subject to the approval of the authority.
2.	<b>Clarification #7; SN. 17; Clarification #5.1 S.N. 144; Addendum #9 PSR 3.1.g.viii; Price schedule 2 Cl. 2.6.2; Drg. NBW-100-1</b> <i>Surge arrester for Transformer</i>	As per pre-bid reply of Clarification #7; SN. 17 the SA for Transformer is included in the line item of Transformer itself; as per Clarification #5.1 S.N. 144, 400kV Transformer side is directly connected to GIB; as per Addendum #9 PSR 3.1.g.viii, the Transformer module includes set of gas-to-	400kV Auto Transformer Bay with GIB shall be connected to Auto Transformer viz. SF-6 to Air Bushing.

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		<p>air bushing. Drg. NBW-100-1 shows SA outside of GIS.</p> <p>All of the above combined has created contradiction as follows and need clarification:</p> <p>1. If 400kV side Transformer side termination is direct GIB, then 400kV SA will be placed inside GIS enclosure. This will be in violation of PSR 3.1.g.viii because gas-to-air bushing will not be required in this case &amp; Drg. NBW-100-1 as it shows SA outside GIS.</p> <p>2. If the 400kV side Transformer SA is outside of GIS, then this will be in violation of Clarification #5.1 S.N. 144 as GIB cannot be connected directly to Transformer in this case.</p> <p>Kindly confirm the exact requirement.</p>	
3.	<p><b>Addendum #9, Price schedule-2 Cl. 2.7.2.1</b>  <i>220kV CB Relay Panel</i></p>	<p>Quantity of 220kV is 3 Nos., however quantity of relay panel is mentioned as 4 nos.</p>	<p>MCA-Nepal will issue an addendum 10 to the Bidding Document to include the quantity of 220kV as 3nos.</p>
4.	<p><b>220kV system Transformer 220kV side bays</b></p>	<p>The existing 220kV system at New Butwal is designed for 40kA. We understand that the 220kV equipment to be supplied in this package should be 50kA, however, please note that the system shall remain 40kA in accordance with the existing infrastructure.</p>	<p>220kV equipment to be supplied in this package should be 50kA.</p>
5.	<p><b>Price schedule 2 Cl. 4.3.4.3 Switchyard Panel Room</b></p>	<p>220kV SPR has been added in the latest revised price schedule however the associated illumination, firefighting and air</p>	<p>Illumination for 220kV SPR to be quoted in Accessories and Ancillary materials of the BPS. The price of HVAC &amp; Ventilation</p>

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		conditioning systems have not been added in the price schedule. It is requested to kindly add these items also in price schedule.	and firefighting system of the SPR to be quoted under appropriate heading of Control House of the BPS.
6.	<b>Price schedule 2 Cl. 2.1.1 Transformer 220kV side bays</b>	Please confirm how the third 400/220kV Transformer should be connected to the 220kV Bus. We propose connection using Al. Tube. Kindly confirm.	Connection arrangements shall be made as per the provisions of the technical specifications.
7.	<b>Price schedule 2 Cl. 2.1.1 Transformer 220kV side bays</b>	The 220kV side connection for third 400/220kV Transformer will require dismantling of existing LM-1. Kindly confirm on which head this cost should be considered?	Dismantling of existing LM-1, if envisaged, shall be deemed included in 4.3.2.13. Please note that any items required to be carried out as per Employer's requirement or Conditions of Contract, cost of that must be included in the price of other items of Price Schedule.
8.	<p>Clause 17.6 Limitation of Liability / FIDIC 1999 First edition/ Pg 54 &amp; Sub-Clause 17.6 /Limitation of Liability / Section VII/ Pg 210 &amp; CLARIFICATIONS # 4.1 dated (02.08.2023)/ Sl. No.42</p> <p><i>“Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than as specifically provided in Sub-Clause 8.7 [Delay Damages]; Sub-Clause 11.2 [Cost of</i></p>	<p>There are too many exceptions to the consequential loss or damage and limitation of liability clause, rendering the clause non-effective. The exceptions leave the Contractor exposed to risk higher than 100% of the contract value. Therefore, we once again request MCA to accept the below changes:</p> <p>First Para:- We would like to retain the original clause as per FIDIC 1999 version except for change below: Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in</p>	The Standard provisions of the MCC Standard Bidding Document requirements, which also includes Conditions of Contract based on FIDIC Yellow Book 1999 edition cannot be changed.

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	<p><i>Remedying Defects]; Sub-Clause 15.4 [Payment after Termination]; Sub-Clause 16.4 [Payment on Termination]; SubClause 17.1 [Indemnities]; Sub-Clause 17.4 (b) [Consequences of Employer’s Risks] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights].”</i></p> <p><b>MCA Nepal Reply:</b> <i>The Bidding Document shall not be amended.</i></p>	<p>connection with the Contract, other than under Sub-Clause 16.4 [Payment on Termination] and Sub-Clause 17.1 (a) [Indemnities].</p> <p>Second Para:- Request for modify as under: The total liability of the Contractor to the Employer, under or in connection with the Contract other than under Sub-Clause 4.19 [Electricity, Water and Gas], Sub-Clause 4.20 [Employer's Equipment and Free-Issue Material], Sub-Clause 17.1 (a) [Indemnities] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights], shall not exceed the sum stated in the Particular Conditions or (if a sum is not so stated) the Accepted Contract Amount.</p> <p>Third Para: - Request the terms - deliberate default and reckless misconduct be defined. “This Sub-Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party”.</p>	
9.	<p>Clause 17.1 [Indemnities];/ FIDIC 1999 First edition/ Pg 52 &amp; CLARIFICATIONS # 4.1 dated (02.08.2023)/ Sl. No.41 <i>Indemnities</i></p> <p><b>MCA Nepal Reply:</b> <i>The Bidding Document shall not be amended.</i></p>	<p>We once again request MCA to modify the clause as highlighted below as Indemnities should be applicable for third party liabilities only and negligence of either party: The Contractor shall indemnify and hold harmless the Employer, the Employer's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:</p>	<p>The Standard provisions of the MCC Standard Bidding Document requirements, which also includes Conditions of Contract based on FIDIC Yellow Book 1999 edition cannot be changed.</p>

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		<p>(a)bodily injury, sickness, disease or death, <del>of any person</del> third party whatsoever arising out of or in the course of or by reason of the design, execution and completion of the Works and the remedying of any defects, unless attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and</p> <p>(b)damage to or loss of any property, real or personal (other than the Works) of a third party, to the extent that such damage or loss:</p> <p>(i) arises out of or in the course of or by reason of the design, execution and completion of the Works and the remedying of any defects, and (ii) is attributable to any negligence, wilful act or breach of the Contract by the Contractor, the Contractor's Personnel, their respective agents, or anyone directly or indirectly employed by any of them to the extent (a) and/or(b) above is caused due to the negligence of the Contractor.</p> <p>The Employer shall indemnify and hold harmless the Contractor, the Contractor's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of (1) bodily injury, sickness, disease or death, which is attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their</p>	

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		<p>respective agents, and (2) the matters for which liability may be excluded from insurance cover, as described in subparagraphs (d)(i), (ii) and (iii) of Sub-Clause 18.3 [Insurance Against Injury to Persons and Damage to Property].</p> <p>In the event the injury or damage is caused by joint or concurrent negligence of the Employer and the Contractor, the loss or expense shall be borne by each party in proportion to its degree of negligence.</p>	
10.	230817_Addendum #7_0 of SS bid_Final & MCA Mail Dtd : September 12, 2023	Considering the complexity of package and intense engineering required for subject package, we request MCA to grant an extension in the due date for Tender submission at least by 4 weeks from present due date.	MCA-Nepal intends to extend the deadline of submission up to 19 October 2023 subject to approval from the authorities.
11.	<p><b>D. Technical Evaluation Criteria for each Lot</b></p> <p><i>1. Organizational Capability and Experience of the Contractor within last 10 Years: -</i></p> <p><i>1.4 Similar Construction Experience in 380kV or above GIS Substation Construction in minimum four projects</i></p>	We have understood that credentials of Similar Construction GIS Experience <b>GIS Extension substations</b> projects will also be eligible against the referred clause. Please confirm.	Similar construction experience refers to the construction or extension of Gas-Insulated Switchgear (GIS) Substations rated at 380kV or higher with supply and installation of GIS Bays and Interconnecting Transformers or Interconnecting Auto Transformers is an acceptable similar construction experience.

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12.	<p><b>D. Technical Evaluation Criteria for each Lot</b>  <i>1. Organizational Capability and Experience of the Contractor within last 10 Years</i></p>	<p>Please clarify whether bidder needs to propose separate information against clause 1.1 to 1.7 for each lot. For example, if we propose four nos. GIS projects for LOT 1 against Organizational Capability and Experience of the Contractor within last 10 Years, clause No. 1.4, whether we can propose same projects for LOT 2 &amp; 3 or we have to propose four different projects for different LOTs. Please clarify/ confirm</p>	<p>Please refer Note 1 below table D. Technical Evaluation Criteria for each Lot under Section III, which states “For each lot, the Bidder needs to include separate information for Criteria 2 and Criteria 3. To qualify for each lot, the Bidder’s proposal for each lot needs to score minimum technical score of 70.” Thus, for Organizational Capability and Experience same information is required to be submitted for Lot 1, Lot 2 and Lot 3 and the Bidder will be getting same score for this criterion for Lot 1, Lot 2 and Lot 3.</p>
13.	<p><b>General</b></p>	<p>Also, in view of involvement of detailed engineering, costing, third party quotations and site survey, we will request you to please extend the due date for submission of the above tender at least by another 2 weeks i.e. 19.10.2023 to enable us submit our technically complete and most competitive offer.</p>	<p>MCA-Nepal intends to extend the deadline of submission up to 19 October 2023 subject to approval from the authorities.</p>
14.	<p>General</p>	<p>We require at <b>least 8 weeks</b> extension to the current bid submission date. You are requested to provide time extension and clarification / amendments at the earliest to enable us for preparation and submission of our most competitive Techno-commercial proposal. Presently bid submission is due on 05th Oct’23.</p>	<p>MCA-Nepal intends to extend the deadline of submission up to 19 October 2023 subject to approval from the authorities.</p>

15.	<p>Ch 1_S2_TS_220kV GIS_RAT 12.2.6 For breaker-and-a-half, double bus single breaker, double bus double breaker and single bus single breaker arrangements, gas zones for main buses shall be segregated on a per diameter or bay basis (i.e., gastight barriers shall be installed in the main bus enclosures between each diameter or bay connecting the main buses). MCA Reply reference - Ref No: MCA-N/ETP/CB/004 - Sr. No 128</p>	<p>In any substation, busbar fault is considered to be the most serious in nature. Offered GIS busbar design is such that chances of busbar fault are practically nil as busbar does not have any switching element in its compartment. Because of this feature it is not necessary to segregate the busbar for each bay or diameter. Also with this offered busbar design function requirement of service continuity is fully complied. We confirm that offered design is fully type tested as per latest requirement of IEC 62271-203 and is in successfully commercial operation across the globe. Letter on benefits of offered passive busbar design enclosed (Annexure 1). The bidder requests for acceptance of the same.</p>	<p>MCA-Nepal insists on segregating busbar for each bay or diameter for better maintainability and reliability.</p>
16.	<p>Ch 1_S2_TS_220kV GIS_RAT 2. HIGH VOLTAGE DESIGN PARAMETERS Techincal Specification of 220kV GIS Busbar design for 245KV GIS Offered 220KV GIS is type tested in accordance with IEC 62271-203, Which has 3 phase encapsulated GIS busbar and other modules are single phase encapsulated. This design is accepted by various utilities in India and Abroad. We request the employer's acceptance on this design. MCA Reply reference - Ref No: MCA-N/ETP/CB/004 - Sr. No 249</p>	<p>The bidder confirms that offered GIS designs shall be as below: 1. 400kV GIS is single phase encapsulated design. 2. 220kV GIS is with 3 phase encapsulated passive busbar and rest all components are single phase encapsulated. The bidder requests acceptance of the same.</p>	<p>The bidder has to submit the price as per the technical specifications, and this price will be considered for bid evaluation. Any alternative technical options may be submitted with price and justifications of the advantages to the employer and will be considered at the contract negotiations stage with the successful bidder.</p>



17.	<p>Drawings:  RTE_300_1_Rev_1  NBW_300_1_Rev_1  NDM_300_1_Rev_1  Layout for GIS building_all lots  Location of LCC  MCA Reply reference - Ref No: MCA-N/ETP/CB/004 - Sr. No 248</p>	<p>The bidder proposes the 220kV GIS shall be with integrated type LCC and for 400kV floor mounted type LCC within GIS hall.  The bidder requests acceptance of the same.</p>	<p>Bidders are kindly requested to comply with the requirements of the bidding documents.</p>
18.	<p>Ch 1_S2_TS_220kV GIS_RAT  12.14 CONTROL WIRING  Technical Specification of GIS  Control cable for LCC  MCA Reply reference - Ref No: MCA-N/ETP/CB/004 - Sr. No 251</p>	<p>The bidder proposes FRLS (Fire Retardant Low Smoke) type cables as LCC control cables. We do not envisage ETFE insulation as control cable will not face such high temperature in its life span as the room temperature is also maintained by HVAC system.  This type of cable is offered and approved by various state &amp; central utilities in India as well as abroad. The bidder requests acceptance on the same.</p>	<p>Bidders are kindly requested to comply with the requirement of the bidding documents.</p>
19.	<p>16.1_TDS_420kV_GIS_RAT  16.2_TDS_220kV_GIS_RAT  9_TDS_420kV GIS_NBW  16.1_TDS_420kV GIS_NDM  16.1_TDS_420kV_GIS_RAT  1.16  Ambient temperature range: -30 up to +40°C  MCA Reply reference - Ref No: MCA-N/ETP/CB/004 - Sr. No 73 &amp; Ref No: MCAN/  ETP/CB/004 Sr. No 74</p>	<p>The bidder confirms that the offered 220kV &amp; 400kV GIS shall be suitable for temperature range between -25 up to +40°C. However for busducts outside the GIS hall shall be between -30 up to +40°C. Suitable derating to be considered in case of variance in temperature range.  We request the employer's acceptance of the same. We wish to highlight that offered GIS is running satisfactorily in adverse atmospheric conditions globally.</p>	<p>Bidders are kindly requested to comply with the requirement of the bidding documents. Any change to the requirements may be discussed only during contract negotiations with the successful bidder.</p>

20.	<p>Drawings - RTE- 100-1, 100-2, NWB-100-1, NWB-100-2, NDM-100-1, NDM-100-2, RTE- 100-3,100-4  400kV Motor operated Isolator with one earth switch, RL with 10kV Insulation and Mechanical Interlocking  400kV Motor operated Isolator with two earth switch, RL with 10kV Insulation and Mechanical Interlocking  &amp;  220kV Motor operated Isolator with one earth switch, RL with 10kV Insulation and Mechanical Interlocking  220kV Motor operated Isolator with two earth switch, RL with 10kV Insulation and Mechanical Interlocking</p>	<p>The bidder proposes that the offered GIS is single phase encapsulated design wherein disconnectors and the safety grounding switches are separate modules and shall have provision for electrical inter-locks. Further it is confirmed that padlocking facility shall be available.  It is also confirmed that for isolating link maximum voltage injection shall be 10kV AC.  The employer's acceptance is requested on the same.</p>	<p>Bidders are kindly requested to comply with the requirement of the bidding documents.</p>																																																
21.	<p>Drawings:  RTE-100-1,  RTE-100-2,  RTE-100-3,  RTE-100-4  CT Parameters  Ref No: MCA-N/ETP/CB/004 - Sr. No 126</p> <table border="1" data-bbox="247 1052 495 1369"> <thead> <tr> <th colspan="4">400V GIS - CT PARTICULAR</th> </tr> <tr> <th>SPECIFICATION</th> <th>I CORE</th> <th>II CORE</th> <th>III CORE</th> </tr> </thead> <tbody> <tr> <td>RATIO (TR - TURNS RATIO)</td> <td colspan="3">MULTI RATIO 4000:1A</td> </tr> <tr> <td>CLASS</td> <td colspan="3">SP20, 200VA</td> </tr> <tr> <td>RATED SECONDARY CURRENT</td> <td>1A</td> <td>1A</td> <td>1A</td> </tr> <tr> <td>THERMAL RATING FACTOR PER IEEE C37.13</td> <td>1.5</td> <td>1.5</td> <td>1.5</td> </tr> </tbody> </table> <table border="1" data-bbox="512 1052 760 1369"> <thead> <tr> <th colspan="4">220V GIS - CT PARTICULAR</th> </tr> <tr> <th>SPECIFICATION</th> <th>I CORE</th> <th>II CORE</th> <th>III CORE</th> </tr> </thead> <tbody> <tr> <td>RATIO (TR - TURNS RATIO)</td> <td colspan="3">MULTI RATIO 3000:1A</td> </tr> <tr> <td>CLASS</td> <td colspan="3">SP20, 200VA</td> </tr> <tr> <td>RATED SECONDARY CURRENT</td> <td>1A</td> <td>1A</td> <td>1A</td> </tr> <tr> <td>THERMAL RATING FACTOR PER IEEE C37.13</td> <td>1.5</td> <td>1.5</td> <td>1.5</td> </tr> </tbody> </table>	400V GIS - CT PARTICULAR				SPECIFICATION	I CORE	II CORE	III CORE	RATIO (TR - TURNS RATIO)	MULTI RATIO 4000:1A			CLASS	SP20, 200VA			RATED SECONDARY CURRENT	1A	1A	1A	THERMAL RATING FACTOR PER IEEE C37.13	1.5	1.5	1.5	220V GIS - CT PARTICULAR				SPECIFICATION	I CORE	II CORE	III CORE	RATIO (TR - TURNS RATIO)	MULTI RATIO 3000:1A			CLASS	SP20, 200VA			RATED SECONDARY CURRENT	1A	1A	1A	THERMAL RATING FACTOR PER IEEE C37.13	1.5	1.5	1.5	<p>After our detailed study, the CT data provided in tender SLD &amp; specifications are technically not feasible to meet.  The best technically feasible burden for the offered compact design shall be 20VA.  We request your review &amp; confirmation on same.  REFER ENCLOSED: Annex - 2 &amp; 3 - DATA SHEETS FOR CT</p>	<p>Bidders are kindly requested to comply with TS requirements subject to Engineer design review and approval of performance namely with respect to IEC 61869-6.</p>
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23.	<p>Chapter 3: Auto Transformer Specification 2.3.FUNCTIONAL GUARANTEES OF THE FACILITIES 2.3.2 GUARANTEED VALUE NOT REACHED Temperature Rise</p>	<p>As per mentioned clause, penalty is applicable on temperature rise point. However, as per description it is applicable for each kVA of the actual transformer rating below the guaranteed output, an amount of US\$ 200.00 will be deducted from the Contract Price of this transformer. However, it has to be applicable on MVA and not kVA. Please confirm if our understanding is correct.</p>	<p>The value of \$200/kVA specified in the TS is to ensure that the manufacturer will comply with the rating even with temperature rise margin. The penalty of 200.00 USD will be applied per kVA, not MVA</p>																																														
24.	<p>Chapter 6: Control and Power Cable Specification HV POWER CABLES (FOR WORKING VOLTAGES FROM 3.3 kV AND INCLUDING 33 kV) 2.1 HV POWER CABLE FOR AUXILIARY POWER SUPPLY</p>	<p>As per the mentioned specification, its states that, Auxiliary transformer connection shall be with 33kV HT XLPE cable , however transformer tertiary Associated equipment for LT transformer are having 72.5kV voltage grades. The bidder understands that Cable shall be of 38/66 (72.5) kV (UE).</p>	<p>The Cable shall be followed for 38/66 (72.5) kV subject to the approval of the Engineer. Cable to follow applicable IEC standard or equivalent.</p>																																														

		Please confirm if our understanding is correct, if yes please provide the relevant standards to be followed for 38/66 (72.5) kV (UE) cable.	
25.	PC PC 21 Taxes and duties .	As Bidder already has a registered PE (Permanent Establishment) in Nepal, will it be eligible for tax exemptions (direct and indirect tax) in Nepal as provided under the tender document. The bidder requests confirmation on the same	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.  All entities will be eligible for all the tax exemptions provided in the Compact, however subject to Compact Section 2.8 read along with Annex VII – Tax Schedules.  The Bidders are requested to go through the MCC Compact carefully and understand the different requirements to be eligible for Tax exemptions under Value Added Tax, Custom Duties, Excise Duties, Corporate Income and Withholding Tax and other taxes mentioned in Schedule VII of the Compact.
26.	Appendix to Financial Offer Application for Interim Payment 3Certificates: 14.3(c) Amount to be retained shall be: ten percent (10%) of Interim Payment Certificates.	We understand that 20% of the payment portion is linked to Taking over certificate (TOC) and Defects Liability Period (DLP). While in Appendix to Letter of Financial offer Clause 14.3 (c) there is an additional deduction of 10% as retention money from any Interim Payment Certificate.	We will review the payments conditions and if agreed MCA-Nepal may issue an addendum to the bidding document after obtaining approval from authority.

	<p>14.3(c) Limit of retention money shall be: ten percent (10%) of the Contract Price. The bidder requests confirmation on the same.</p>	<p>It is practically challenging for the contractors to handle such cash flow gap. We request you to please review the payment terms and propose as per international Multilateral Funded Contracts i.e. 20% Advance, 75% Interim, 5% on TOC.</p>	
27.	<p>Section 4 Form CON-2: Compliance with Sanctions Certification Form</p>	<p>Is there any maximum limit for key personnel, subcontractors, vendors, suppliers, and grantees For the verifications of the eligibility of key personnel, subcontractors, vendors, suppliers, and grantees, for Annex A “Additional Provisions,” Paragraph G “Compliance with Terrorist Financing Legislation and Other Restrictions?? The bidder requests confirmation on the same. And Requests to provide the guidance for filling this Bid Schedule.</p>	<p>The CON-2 provision states “All eligibility verifications have been completed in accordance with <b>Annex A “Additional Provisions,” Paragraph G “Compliance with Terrorist Financing Legislation and Other Restrictions”</b>, and the Bidder/Contractor hereby certifies as follows:”. Thus, eligibility verification must be carried out for all key personnel, subcontractors, vendors, suppliers, and grantees.</p> <p>Please read the provision stated in CON-2. Carryout eligibility verification of your firm, vendor supplier, key personnel etc proposed under this procurement on the websites mentioned. State the date of check and that the check finds them eligible. Attach evidence of SAM and World Bank and signed field form CON-2 with field Table and send it to <a href="mailto:MCANepalPA@dt-global.com">MCANepalPA@dt-global.com</a> with a copy to MCC at: <a href="mailto:sanctionscompliance@mcc.gov">sanctionscompliance@mcc.gov</a> before bid submission and attach the same with your bid.</p>

28.	PC PC 21 Taxes and duties	Taxes for the Subcontractor, clearing & Forwarding Agency engaged in the project is also exempted as per main contractor. The bidder requests clarification on the same.	<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 as per Section 2.8 of the Compact. Further, Schedule VII <i>inter alia</i> states “Each Project Partner, and any Provider, Covered Provider, or any other entity, including prime contractors and any subcontractors working directly with prime contractors and all natural persons, importing or providing goods, works or services in furtherance of the Compact (an “<b>Exempt Entity</b>” in the case of a legal entity or an “<b>Exempt Individual</b>” in the case of a natural person).”</p> <p>Also, PCC 21.1 <i>inter alia</i> states “the Employer shall use reasonable efforts to ensure that the Government provides the Contractor, any Subcontractor and any Contractor’s Personnel the exemptions from taxation applicable to such persons or entities, in accordance with the terms of the Compact or related agreements.”.</p>
29.	Price Schedule	The bidder requests to 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: The Employer shall exempt all customs, import duties, domestic taxes such as, sales	<p>This shall be as per section 2.8 of the Compact read along with Schedule B, Annex VII.</p> <p>Compact Section 2.8 read along with Annex VII – Tax Schedules provide the conditions for tax exemption, refund or</p>

		<p>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.</p> <p>The bidder requests clarification &amp; confirmation on the same.</p>	<p>reimbursement of Taxes. The bidder needs to assess the application of taxes on its own as per Section 2.8 of the Compact.</p> <p>The Tax exemption letter will be provided by MCA-Nepal for the Goods imported for the purposes of the Compact.</p>
30.	PC 21 Taxes and duties	<p>The bidder requests to 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>Please refer Compact Section 2.8 read along with Annex VII.</p>