

# Nepal Electricity Authority

## Transmission Directorate

Nepal India Electricity Transmission and Trade Project

Supply and Delivery of ACSR Moose Conductor

ICB No. NIETTP/G/ICB/COND/78/79-1

### Clarification No. 1

S.No.	Bidder Queries	Reference to Bid Document	NEA Clarification
<b>A. Technical</b>			
1	We request you to please provide us the lot wise delivery details for each locations.	Section v 5-2	Not more than 3 lot
2	The PV base date is applicable 30 days prior to the bid opening date, and adjustment price date will be 60 days after contract signing, so after 60 days of signing contract. Our Query is whether the price will be firm for entire supply after that, please clarify.	GCC 14.2	Understanding is correct.
3	We request you that the price adjustment should be applicable for any percentage change instead of "Price adjustment will be applied only if the resulting increase or decrease is more than 5 percent of the Contract Price".	GCC 14.2	Provision of the Bidding Document remains unchanged.
4	The Price adjustment should be with no ceiling limit. Instead of +15% limit.	GCC 14.2 d	Provision of the Bidding Document remains unchanged.
5	We request you to please amend the payment clause of point to (iii) and (iv) as On Acceptance: Thirty (30) percent of the contract price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser. Instead of existing.	GCC 15.1	Provision of the Bidding Document remains unchanged.

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6	<p>i) We would like to mention that we are Indian Company, resident in India as per the Indian Income Tax law. We do not have any permanent establishment in Nepal. If we are the successful bidder, we shall make all supplies of specified goods from India.</p> <p>ii) As per Double Taxation Avoidance Agreement (DTAA) entered between Government of India and Nepal, the income in respect of supply of goods made by Indian Company like ours, shall be taxable in India and not in Nepal. Please clarify the same</p>	GCC 16	As per applicable law of Nepal
7	Our request is to allow average sale of best three years out of last seven years. You would agree, the above mode of assessing financial capabilities of tenderers is often used and is quite popular in tenders.		Provision of the Bidding Document remains unchanged.
8	As indicated in the documents, the total project has three sites. Our request is if these can be put under three separate packages and tenderers permitted to bid in one, two or all three packages, NEA will stand to receive more offers, thus increasing competition to its benefit.		Provision of the Bidding Document remains unchanged.
9	Kindly clarify about VAT, whether we have to include in price or not? If include then can we will get it refund or not?		The quoted price shall be excluding VAT.
10	Kindly clarify the percentage of "Tax deduction at source"? Is it 1.5% or 5% BUILDS OUR PRICE including this or not? Will it be refunded or not and also whether NEA will issue the certificate for the TDS or not?		TDS will be applicable as per prevailing law of Nepal.

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S.No.	Bidder Queries	Reference to Bid Document	NEA Clarification
11	About Custom Duty at Border Point whether it will be paid by NEPAL or by seller, if it is by seller when it will be reimbursed.		Custom duty at border point shall be paid by the seller and the same will be reimbursed after submission of custom clearance document.
12	Ten (10) percent will be withheld as retention which will be paid after the warranty period and upon submission of the tax clearance certificate. How much time will be taken for tax clearance certificate? And whether it can be release against Performance Bank Guarantee.		Provision of the Bidding Document remains unchanged.
13	Please kindly clarify validity of bid security shall be 28 days or 30 days beyond the validity period of the bid. If 30 days confirmed, then we need to revise the Bid Security Format. But if 28 days confirmed, then we don't have to revised Bid Security Format.	ITB 21.1. Section II Bid Security Section IV	The validity of bid security shall be 30 days beyond the validity period of the bid.
14	Since Purchaser will hold 10% Performance security, Please clarify if this clause is able to be deleted or not? If not, then shall we use bank guarantee to replace holding money by Purchaser?	GCC 15.1, Section VII	Provision of the Bidding Document remains unchanged.
15	How to define a joint venture? We, ....., are the bidders in this bid. We have selected ..... as our supplier after price comparison and technical comparison. We are two different companies and belong to partners.relationship, do we need to provide you with Joint Venture Partner Information Form?		Yes

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S.No.	Bidder Queries	Reference to Bid Document	NEA Clarification
16	Regarding the application of the incoterms trade terms, we see that the bidding documents use the trade terms of CIP Nepal Border, but the final destination is the three project sites. Are we only responsible for transportation to the Nepal border or to the project site? What is the shipping method? One-time shipment or partial shipment? Understanding this issue helps us budget for shipping.		Bidder will be responsible for transportation to the project site store. Shipping method depends on bidder choice.
17	Arbitration method. Our company's legal - counsel is very concerned about the arbitration method. Once a dispute occurs, where will the arbitration be conducted and what legal documents will be applied?		Refer Section VII, GCC 9.2
18	Regarding the payment method, whether L/C or T/T will be used specifically, there are several stages, and what payment method is used in each stage. The bidding documents are relatively general, and I hope you can explain in detail.		As per bidding document
19	If we win the bid, do you need to send an engineer to Nepal? How is the engineer fee settled? By the buyer or the bidder?		Not relevant
20	Can you elaborate on the background of the project and specific source of funding, whether it is through DP FUND or through Nepal's financial allocation, and are there supporting documents?		Refer Section II, ITB 2.1
21	Cheque was rejected by bank due to non-existing A/C name (Hetauda - Dhalkebar - Duhabi 400 kV -NEA). Please clarify a new Account Name for tender document procurement.	Invitation for Bids	Correct account name is Nepal Bharat Bidhut Prasaran Tatha Byapar Aayojan
22	Please clarify the exact location of these 3 final destination with Coordinates.	ITB 15.6 (b) and (c) (v) Section II	Refer Section II, ITB 15.6 (b) ii and (c) (v)

Clarification No. 1 to Bidding Document

S.No.	Bidder Queries	Reference to Bid Document	NEA Clarification
23	If bidder is the manufacturer, so is it acceptable to submit such certified letter from department from the manufacturer? Please clarify it.	6(a), Qualification Criteria, Section III	Provision of the Bidding Document remains unchanged.
24	There is no mentioning the supplied quantity for last 10 years. Which means anyone can be qualified with any quantity? And there is no mentioning how many certificates need to be notarized? Please clarify it.	6(b), Qualification Criteria, Section III	As per bidding document
25	Bids without type test for offered goods will be rejected or considered under evaluation? If bids without it but declare that offered goods will perform required type test, will it be qualified? Please clarify it.	6(b), Qualification Criteria, Section III	Bids without type test for offered goods will be rejected.

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S.No.	Bidder Queries	Reference to Bid Document	NEA Clarification
26	There is no details for Grease description. Please clarify the grease type and method as per IEC 61089, steel core grease only? Or all greased except outer layer?	1.1.2, 3 Technical Specifications, Section V	<p>All conductors except the outer layer (4th layer) shall be greased.</p> <p>Steel core and the inner layers of Aluminum/Aluminum alloy shall be covered with suitable temperature resistant grease during manufacture, but no grease shall be applied to the finished conductor. Sufficient grease shall be applied to the Steel and inner Aluminium strands to fill the inter-strand spaces (viz. Inner Layer Protection). The completed conductor shall be smooth and free from imperfections, dirt, grit, excessive amounts of drawing oil and other foreign deposits.</p> <p>The grease used for corrosion protection in the manufacture of ACSR shall have the following requirements satisfying IEC 61394.</p> <p>a) The entire conductor is greased except the outer layer.</p> <p>b) The weight of the grease shall confirm the values given in IEC 61089.</p> <p>c) It shall not flow or deteriorate at temperatures up to 85°C.</p> <p>d) It shall not be inimical to Aluminium or Galvanized Steel.</p> <p>e) It shall have good adhesive and cohesive properties and shall retain these qualities after weathering.</p> <p>f) It shall not extrude a surplus to the outside of the conductor after erection.</p> <p>g) It shall not present any risks to health and shall comply with all the usual health and safety standards.</p> <p>h) temperature resistant grease shall have minimum of Lithium soap grease corresponding to Grade II of IS</p>

*8/1/2024*





S.No.	Bidder Queries	Reference to Bid Document	NEA Clarification
27	As per IEC 61089, we calculated net weight of ACSR shall be 1997kg/km, since grease requirement is not mentioned, so in case of steel core grease only, Standard weight - 2009 kg/km, Minimum weight - 1969 kg / km In case of all greased except outer layer, then Standard weight - 2004 kg/km Minimum weight -1969 kg/km Maximum weight - 2040 kg / km, Please clarify it.	1.1.2(f), Technical Specification, Section V	Provision of the Bidding Document remains unchanged.
28	a) And b) will follow IEC 61089 and c) and d) will follow IEC 1284. Please Clarify it.	2.1, 3 Technical Specifications, Section V	Provision of the Bidding Document remains unchanged.
29	These chemical analysis is excluded in the Conductor mandatory tests and no manufacturer proposed other checking items? Please clarify it.	2.4, 3 Technical Specifications, Sections V	Provision of the Bidding Document remains unchanged.
30	Please clarify it is required for full wooden drum or steel-wooden drum? If steel wooden drum is acceptable or not? And drum size is not able to bear the 1800 M conductor, so we proposed 2000 mm as outer diameter and 953 mm as inner diameter. Please clarify.	2.11, 3 Technical Specifications, Section V	Steel wooden (hybrid) drum is required. Suitability of drum size shall be as per bidding document. In case of any changes by bidder, the same shall be submitted for approval.
31	This requirement will cause pollute the surface quality of conductor rather than protection, is it acceptable to delete this requirement? Please clarify.	2.11.10, 3 Technical Specifications, Section V	Provision of the Bidding Document remains unchanged.
32	This requirement will cause pollute the surface quality of conductor rather than protection, is it acceptable to delete this requirement? Please clarify.	2.11.11, 3 Technical Specifications, Section V	Provision of the Bidding Document remains unchanged.

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S.No.	Bidder Queries	Reference to Bid Document	NEA Clarification
33	Unit shall be Mpa. According to IEC 889, the minimum tensile strength of a single aluminum wire with a diameter of 3.53 is 160 Mpa rather than is, the tensile strength after stranding, that is, the tensile strength after stranding is 152 Mpa rather than 1.49 KN. Please clarify it.	2.2, Annexure-B, 3 Technical Specifications, Section V	Provision of the Bidding Document remains unchanged.
34	Unit is not correct. As per IEC 60888, DC resistivity of aluminum wire after stranding at 20°C shall be $\leq 28.264 \text{ n } \Omega \cdot \text{M}$ or $\leq 0.028264 \text{ mm}^2/\text{m}$ rather than $0.002921 \text{ } \Omega$ . Please clarify.	2.3, Annexure-B, 3 Technical Specifications, Section V	Provision of the Bidding Document remains unchanged.
35	Unit shall be Mpa. According to IEC 888, the minimum tensile strength of S1A galvanized steel wire with single wire diameter of 3.53 mpa is 1290 Mpa rather than 12.63KN, 95% of that before stranding, that is, the tensile strength after stranding is 1226MPa rather than 11.99KN. Please clarify it.	3.2, Annexure-B, 3 Technical Specifications, Section V	Provision of the Bidding Document remains unchanged.
36	Unit shall be $\text{g/m}^2$ . Please clarify it.	3.3 (a), Annexure-B, 3 Technical Specifications, Section V	Provision of the Bidding Document remains unchanged.
37	As per IEC 61089 and IEC 888, there is no such required test. This type of test only occurred in European standard. Since we are following IEC standard, so we proposed to delete it. Please clarify it.	3.3 (b), Annexure-B, 3 Technical Specifications, Section V	Provision of the Bidding Document remains unchanged.
38	As per IEC 888, there is no requirement for torsion test for before stranding and after stranding. Which means there is one figure no matter before stranding or after stranding. And 16 nos. (After stranding), 18 nos. (Before stranding) is far beyond the requirement of IEC 888 which is 12 nos. as min. twists. Please clarify it.	3.3 (c), Annexure-B, 3 Technical Specifications, Section V	Provision of the Bidding Document remains unchanged.
39	$PB = P1 + Pj \cdot q_x = (S1 \cdot \sigma_1 + S2 \cdot \sigma_2) / 1000$ , so the value shall be 159.9 kN. Please clarify it.	4.1, Annexure-B, 3 Technical Specifications, Section V	Provision of the Bidding Document remains unchanged.
40	It is impossible for 16 ~ 18 mm as lay ratio for steel stranded wire as per IEC 61089. So we proposed 16 ~ 22 mm. Please clarify it.	4.2 (a), Annexure-B, 3 Technical Specifications, Section V	Provision of the Bidding Document remains unchanged.



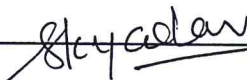
S.No.	Bidder Queries	Reference to Bid Document	NEA Clarification
41	As per Clause 5.4.5 and 5.4.6 of IEC 61089, we proposed: 12 wire Aluminium layer (10 - 16 mm) 18 wire Aluminium layer (10 - 16 mm) 24 wire Aluminium layer (10 - 14 mm). Please clarify it.	4.2 (b) , (c) , (d) Annexure-B, 3 Technical Specifications, Section V	Provision of the Bidding Document remains unchanged.
42	As per IEC standard, we proposed value $\leq 0.0547 \Omega / \text{km}$ . Please clarify it.	4.3, Annexure-B, 3 Technical Specifications, Section V	Provision of the Bidding Document remains unchanged.
43	Please clarify it is official cash settlement bid price or official cash settlement offer price? Please clarify that it is the 30 <sup>th</sup> day or average of 30 days price?	GCC 14.2.2, Section VII	It is official cash settlement bid price, It is the 30th day price
44	Please clarify it is official cash settlement bid price or official cash settlement offer price? Please clarify that it is the 60 <sup>th</sup> day or average of 60 days price?	GCC 14.2.2, Section VII	It is official cash settlement bid price, It is the 60th day price
45	Please clarify if APG needs be counter-guaranteed by Class A bank of Nepal if issued by foreign bank?	GCC 15.1 Section VII	APG needs be counter-guaranteed by Class A bank of Nepal if issued by foreign bank
46	Please clarify the % of the custom duty. As foreign supplier, it is difficult to bring the money to pay the Custom Duty and if we do How NEA will reimburse to us. Whether it is directly to our Chinese Bank Account or something else please clarify? We recommend NEA reimburse in USD to supplier by TT to abroad? Otherwise it would big problem for us to transfer the money in our Chinese Bank Account and it will charge heavily by Nepal Bank. Please also clarify what is the % of the TDS, whether it is 5% or 1.5% ?	GCC 16.1.1, Section VII	NEA will reimburse in local currency
47	Please clarify if performance security in USD amount is acceptable?	GCC 17.1, Section VII	Performance security is acceptable in freely convertible currency.

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S.No.	Bidder Queries	Reference to Bid Document	NEA Clarification
48	"10% will be withheld as retention which will be paid after the warranty period and upon submission of Tax clearance Certificate" To be amended with: "10% will be withheld as retention or can be released by giving equivalent BG, which shall be paid (if retained in absence of BG) / release (if BG furnished) only after expiry of warranty Period and upon submission of Tax Clearance Certificate."	GCC 15.1 (g) (iv)	Provision of the Bidding Document remains unchanged.
49	Under CI 43, Performance Security to be furnished is linked to Cost Estimate of the tender. The Estimate however is not given in the tender.		Cost estimate will not be provided
50	Under Section III. CI 1.2.1. Method A - it is stated that in case of bids under group C, bids will be on DDP or CIP basis which is inclusive of transportation, insurance, custom duties and other import taxes already paid or to be paid. This clause according to us is not practical for bidders who will ship the Goods from outside Nepal. Freight and Insurance can be paid by us in local currency which can be reimbursed to us later in local currency.		Provision of the Bidding Document remains unchanged.
51	Taxes and Duties Import Duties and other taxes on import can be paid by us in local currency after converting the Bid Currency into local currency at the then prevailing official rates. The amount so paid by us may be reimbursed to us in Bid Currency or Free Currency.		Refer Clarification no. 46
52	Payment of Goods supplied from aboard As PBG for 10% will remain with NEA, the 10% amount towards retention money may not be withheld. PGB, after completion of Performance, may be retained towards warranty bond.		Provision of the Bidding Document remains unchanged.

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53	Price Adjustment: Price adjustment, restricted in the tender for rise and fall of aluminum in the range of +/- 5% to 15% is not workable specially in view of the extreme volatility in its prices in the global market place.		Provision of the Bidding Document remains unchanged.
54	Tax Deducted at Source (TDS): When will the certificate for TDS be issued and in what form.		Only TDS deposited voucher will be shared by NEA
55	Please also consider for mat best 3 years from last 5 years audited profit and loss (due to Covid Period from 2018 - 2019, 2019 - 2020 and 2020 and 2021 every company turnover was effected).		Provision of the Bidding Document remains unchanged.
56	"The supplier has to follow all the procedures to import Goods to be supplied from abroad. The supplier has to follow all the procedures to import Goods to be supplied from abroad. The supplier shall pay all taxes and duties applicable at the port of entry (custom). Employer will refund such amount to the Supplier upon submission of the related original documents", we would like to explain it to you that as a foreign supplier, we don't have bank account here. Moreover, as per our calculation, it will be a much huge amount if supplier is required to pre-pay it. Since NEA will pay us in NPR rather than in USD, so which means we have to bring huge amount of USD from China to Nepal and at last, there will be huge amount of NPR remaining. If we wanna transfer it back to China, we have to pay more than 30% tax which is huge loss for us. Also, since it is a huge amount to pre-pay, even logistic company is not able to bear it. Therefore, we kindly request you to revise this clause and pre-pay the duty by yourself when enter into custom point.	GCC 16.1.1, Section VII	Provision of the Bidding Document remains unchanged.






S.No.	Bidder Queries	Reference to Bid Document	NEA Clarification
57	In the page no 19, ITB 15.7: it says: "Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS, A Bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero." Whereas BDS 15.7 It says: "The prices quoted by the Bidder "shall" be adjustable." so you are requested to kindly confirm whether the price to be quoted shall be "Fixed" or the "Price Escalation" clause is applicable.		Refer Section II, ITB 15.7

*8/11/2024*

