

Urban Transmission and Distribution System Improvement Project
NEPAL ELECTRICITY AUTHORITY

Package-1: Design Build Plant and Works for Construction of Birauta 132/11kV Substation and Associated Transmission and Distribution Lines in Pokhara
[Bid Identification No.: ICB/NEA/UTDSIP/82/83-01]

CLARIFICATION of Bidding Document – No.2

Date of Issue: December 10, 2025

Clarifications to the queries received from the prospective Bidders regarding the Bidding Documents are given below:

SN.	Vol./Section/Clause / Page no. of Bidding Document	Queries of Prospective Bidder	Reply of Employer
1	Vol 1, Section VIII, Annex to part A: Information of Taxation in Nepal	<p>Importer: Will the Employer (NEA) assume the role of importer of record for eligible equipment as consignee in this Project; Or will the Contractor be required to carry out imports under its own EXIM Code, given that NEA has, in certain past projects, occasionally acted as importer on the Contractor's behalf?</p>	The Contractor shall remain the Importer of Record and must carry out all imports using its own EXIM Code. For eligible equipment, NEA will be shown as the Consignee to support applicable tax/duty exemptions. NEA's role is limited to issuing recommendation letters and facilitating statutory exemptions as permitted by the Bid Documents and prevailing laws.
2	Vol 1, Section VIII, Annex to part A: Information of Taxation in Nepal	<p>Duty payment: For the purpose of procedural payments such as the 1% customs duty, will the Employer (NEA) pay the amount upfront on behalf of the Contractor, or is the Contractor expected to pay initially and claim reimbursement afterward?</p>	The Contractor shall pay the 1% customs duty upfront, and NEA will reimburse the verified amount in the next Interim Bill, as per the Annex to part A: Information of Taxation in Nepal.
3	Vol 1, Section VIII, Annex to part A: Information of Taxation in Nepal	<p>Duty Reimbursement: If this arrangement is implemented through a "Pay and reimburse" mechanism, how many business days will be required to the contractor to get the reimbursement?</p>	Reimbursement will be processed and paid within 56 days after Engineer issues Payment Certificates.
4	Vol 1, Section VIII, Annex to part A: Information of Taxation in Nepal	<p>1% customs duty for Imported goods: For the purpose of determining exemption eligibility, will a master list be agreed with the Employer (NEA) in advance; Or is the Contractor expected to perform this on case to case basis?</p>	Eligibility for tax/duty exemption will follow the procedures set by the Government of Nepal. Depending on the applicable regulation at the time, exemptions may be processed through a Master List or on a case-by-case basis. The Contractor must comply with the prevailing government requirements.
5	Vol 1, Section VIII, Annex to part A: Information of Taxation in Nepal	<p>Tax Deduction at Source (TDS): In line with the Inland Revenue Department (IRD) Circular dated 13 September 2022, income derived from works executed through a Nepal-registered PE is regarded as the income of that PE, and therefore subject to 1.5% TDS under</p>	If 5% TDS is applied on payments remitted to the non-resident parent account, the Nepal-registered PE will still be required to recognize the same amount as PE income in Nepal. The 5% TDS deducted will be treated as final tax for the non-resident parent and cannot be claimed as advance tax or adjusted by the Nepal PE.



SN.	Vol./Section/Clause / Page no. of Bidding Document	Queries of Prospective Bidder	Reply of Employer
		<p>Section 89(1) of the Income Tax Act, 2058. We therefore request the Employer to kindly clarify the following:</p> <ol style="list-style-type: none"> 1. If the Employer insists on applying 5% TDS under Section 89(3) on payments remitted to a non-resident parent account, will the Employer confirm that the Nepal PE is not required to recognize those same payments as PE income in Nepal? 2. If the Nepal PE is required to record such income locally, deduction of 5% TDS may result in excess tax credit of the contractor, and in case this become unrecoverable, will there be any Contractual protection to the contractor? To avoid this issue, please confirm that all payments related to works executed through a Nepal-registered PE shall attract 1.5% TDS, irrespective of the remittance route, in line with the IRD circular and prevailing tax practice. 	<p>For payments made locally to the Nepal-registered PE for works executed through the PE, the applicable TDS rate remains 1.5%. This 1.5% TDS is considered advance income tax and can be adjusted against the PE's final tax liability in Nepal.</p>
6	Vol 1, Section VIII, Annex to part A: Information of Taxation in Nepal	<p>EXIM code and import license:</p> <ol style="list-style-type: none"> 1. For imported equipment, plant, and materials, Will the Employer (NEA) assist in obtaining the EXIM code and import license, and provide guidance on the depositor Bank Guarantee requirements; Or is the Contractor expected to manage all filings, payments, and guarantees independently? 2. The EXIM code is required only if the Contractor is the importer of record. If the Employer (NEA) acts as the importer of record, will the deposit and Bank Guarantee requirements still apply to the Contractor; Or will these obligations be waived? 	<p>In accordance with the applicable customs and import regulations of Nepal, the Contractor shall be solely responsible for undertaking all filings, payments, Bank Guarantees, deposits, and related compliance requirements associated with the import of equipment, plant, and materials. The Contractor is required to import all such items under its own EXIM code, and these statutory obligations cannot be waived or transferred to the Employer (NEA). NEA will not act as the importer of record for any Contractor-supplied goods. However, NEA may, upon request, provide necessary recommendation or support letters to facilitate the Contractor's applications with the relevant government authorities. Notwithstanding such facilitation, all legal, regulatory, and financial obligations—including EXIM registration, import licenses, deposits, and Bank Guarantees—shall remain the full responsibility of the Contractor.</p>
7	Vol 1, Section II, Bid data sheet ITB14.9	In case of a JV or consortium between a Japanese company and a non-Japanese company, whether the consortium will get the tax exemption as a whole or only the Japanese company in the consortium only is eligible for the tax exemption?	In case of a JV or consortium with a non-Japanese company, tax exemption facility shall not be applicable.
8	Volume 2	Based on the scope of works, the SCADA information of the Birauta substation will be sent to LDC, ECC, MCC, and future one station. Although the Employer clearly stated in Chapter VI, A2, 4.17.3 that the modification work of the configuration in the SCADA system in each four locations will be done by the Employer. We still hope the Employer to provide the name and contact	<p>The manufacturer of the SCADA systems for MCC is GE Vernova T&D India limited.</p> <p>The contact person is Monika Khanna (+919650100657)</p>



SN.	Vol./Section/Clause / Page no. of Bidding Document	Queries of Prospective Bidder	Reply of Employer
		information of the manufacturer of the SCADA systems for LDC, ECC, and MCC. So that we can prepare for technical and implementation communication in advance.	The manufacturer and product information for LDC and ECC system are as follows. Manufacturer: Siemens Supplier: Siemens India Limited Spectrum: Spectrum Power-7, Version 2.2 Model: Spectrum- 0035.2.el7 sp7220
9	Volume 2	Please provide the name and contact information of the manufacturer of the central SCADA/DMS system of the Distribution Control Center (DCC) so that we can prepare for technical and implementation communication in advance.	The manufacturer and contact person for DCC system are as follows. Manufacturer: Yantai Dongfang Wisdom Electric Co., Ltd Representative of supplier: Chu Fuwei Contact number: +86-15853538075/+977-9803031406 E-mail: wisdomcfhu@qq.com
10	VOLUME 1 of 4, Section II, D. ITB14.9 (a) (ii) (BDS-3)	<p>Duty/ Tax/ Levy</p> <p>1 Japanese companies operation as suppliers or contractors...</p> <p>2 Japanese companies operation as suppliers or contractors...</p> <p>3 Japanese employees engaged in the implementation... derived from Japanese companies operating as suppliers or contractors</p> <p>Question: Please clarify if Japanese specialized subcontractor will be included in this category of these items of Japanese companies operation as suppliers or contractors or not.</p>	If the specialized subcontractor is a Japanese-registered company, it would, in principle, fall within the category of "Japanese companies operating as suppliers or contractors" for the purposes of the Duty/Tax/Levy provisions referenced PC 1.16(A). However, it is important to note that NEA does not receive invoices directly from any subcontractor or specialized subcontractor under the contractual arrangement. All contractual, commercial, and tax interfaces exist only between the Employer and the Contractor (or JV). Therefore, while the Japanese specialized subcontractor may meet the definitional criteria, any duty, tax, or levy treatment is applied only at the Contractor level, based on the Contractor's own contractual and invoicing structure.
11	VOLUME 1 of 4, Section II, D. ITB14.9 (a) (ii) (BDS-3)	<p>Duty/ Tax/ Levy</p> <p>2 ...import and re-export of ... / Exemption category No Pay</p> <p>Question: We have heard that contractors should pay some charge regarding custom duty and this will be reimbursed later. Let us kindly confirm if there is any tax payment and reimbursement in custom duty. Also If tax will be reimbursed later, should we do the company registration and get tax No. and business license in Nepal ?</p>	<p>1. Yes, the Contractor should pay custom duties and tax</p> <p>2. Yes, the Contractor (or JV) should do the company registration and get tax (Pan no), Vat, business license and all as per the prevailing rules and laws of Nepal.</p>



SN.	Vol./Section/Clause / Page no. of Bidding Document	Queries of Prospective Bidder	Reply of Employer
12	VOLUME 1 of 4, Section II, D. ITB14.9 (b) (BDS-3)	<p>Duties, taxes and levies listed below shall be paid by the Employer on behalf of the Contractor: Applicable Vat and Custom Duties</p> <p>Question: Please clarify if Japanese specialized subcontractor will be included in this category of the Contractor or not.</p>	Please refer to the reply in the above item no.10.
13	Record of Pre-bid Meeting & Site Visit Appendix-3 1.	<p>...certain quantities of transmission and distribution lines will be adjusted after the design phase...</p> <p>Question: Please clarify if all items in the price list of "Transmission Line Work, Schedule No. 3(B1) Supply of Plant (Off-Site) and Schedule No.3 (B1): Construction, Installation and Testing (On-Site)" will be applied or designated item will be applied. If designated item will be applied, please clarify which item will be applied.</p>	<p>Please refer to Item 12 (A. Preamble) of the Price Schedule (Volume I, page BF-10), which specifies the items subject to quantity adjustment based on re-measurement. For clarity, the re-measurement applies, inter alia, to:</p> <ul style="list-style-type: none"> • Transmission Line Work – Schedule No.3(B1): Item B1.1.1 (132 kV 3×800 mm² Triplex XLPE Cable) • Distribution Line Work – Schedule No.3(C1/C2/C3) & Schedule No.4(C): MV/LV underground cables, service cables (C1.3.1–C1.3.5), selected poles/conduits, Local SCADA/DMS, UGFO etc. <p>Final quantities will be determined during detailed design, subject to the Employer/Engineer's approval, and Bidders are advised to visit the Site per ITB 7.2 when preparing their cost estimates.</p>
14	Price Schedule Pokhara A Substation/ Schedule No. 3(A2): Supply of Plant (Off-Site)/)/ Item No. A2.1 - Protection & Control etc. and Volume 2 of 4; Part 2A: Employer's Requirements for Substation Work/Section VI.A1 Scope of Work/Clause No. 2.2; Modification of SDH communication equipment at Lekhnath substation./ Page No. A1-5 (Page No. 13 of 763 PDF file)	We understand from Clause no. 2.2 that the scope of work in Lekhnath station is limited to modifications in SDH and teleprotection equipment. However, in Price Schedule complete SAS and control & relay panels have been asked. Kindly confirm the exact scope of work in Lekhnath station and share the details of existing SAS.	Please refer to Item No.33 of Clarification No.1.
15	Price Schedule Pokhara A Substation/ Schedule No. 3(A3): Supply of Plant (Off-Site)/ Item No. A3.1 -	We understand from Clause no. 2.3 that the scope of work in Syangja station is limited to modifications in SDH and teleprotection equipment. However, in Price Schedule complete SAS and control & relay panels have been asked.	In Syangja substation any SDH equipment which is suitable to communicate to Biraunass, is not existing. The Bidder shall consider to establish new complete SDH system at Syangja substation.



SN.	Vol./Section/Clause / Page no. of Bidding Document	Queries of Prospective Bidder	Reply of Employer
	Protection & Control etc. and Volume 2 of 4; Part 2A: Employer's Requirements for Substation Work/Section VI.A1 Scope of Work/Clause No. 2.3; Modification of SDH communication equipment at Syangja substation / Page No. A1-5 (Page No. 13 of 763 PDF file)	Kindly confirm the exact scope of work in Syangja station and share the details of existing SAS.	
16	Price Schedule Pokhara B Transmission / Schedule No. 3(B1): Supply of Plant (Off-Site); B1 Birauta Substation - LILO Branch Tower / Item No. B1.1.1 -132kV 3x800mm ² Triplex XLPE Cable of B1.1- Cable and Volume Drawing/ Annex-2 Drawing for Transmission Line Work/ Drawing No. BIR-UG-E-0002	<p>We understand that 132kV 800Sq.mm cable is single core and the length mentioned "1540 Meter(m)" is the route length and total length to be supplied shall be "4620 Meter(m)". Kindly confirm.</p> <p>However, as per Drawing No. BIR-UG-E-0002 the Total Route Length "1558 Meter(m)" instead of "1540 Meter(m)" is the route length, please confirm the Route Length also.</p>	<p>For the inquiry in the first paragraph, please refer to the Item No.32 of Clarification No.1.</p> <p>For the second query, the final route length shall be determined during the detailed design stage after award of the Contract, subject to approval by the Employer and the Engineer. As per ITB 7.2, the Bidder is advised to visit and examine the Site and its surroundings and obtain for itself all necessary information for preparing the Bid. The Bidder shall make its cost estimate of item No. B1.1.1 -132kV 3x800mm² Triplex XLPE Cable based on the quantities mentioned in the Price Schedule.</p>
17	Price Schedule Pokhara C Distribution Line/ Schedule No. 3(C1): Supply of Plant (Off-Site)/ C. Distribution Line Work/ C1 Underground Line/ Item No. C1.3 - Service Cables (Armored, XLPE and Multi-Stranded) along with Connectors and PVC Pipes (C1.3.1, C1.3.2, C1.3.3, C1.3.4 & C1.3.5	<p>Kindly confirm the average length of service cables from service pillars to the consumer meters.</p> <p>Also we understand that supply, erection, testing and commissioning of consumer meters shall not be in bidders scope. Kindly confirm.</p>	<p>Please refer to Vol.4C-1 Scope of Work.</p> <p>A service cable length of 50 meters per customer shall be considered for estimation purposes.</p> <p>The supply, erection, testing and commissioning of consumer meters are out of scope.</p>
18	Price Schedule Pokhara C Distribution Line/ Schedule No. 3(C2): Supply of Plant (Off-Site)/ C. Distribution Line Work/ C2 Overhead Line/ Item No.	In case of GO switch, kindly confirm the mode of communication (optical fiber or GPRS).	The communication method shall be optical fiber.



SN.	Vol./Section/Clause / Page no. of Bidding Document	Queries of Prospective Bidder	Reply of Employer
	C2.5 - 11kV GO switch (400A) with accessories		
19	Price Schedule Pokhara C Distribution Line/ Schedule No. 3(C3): Supply of Plant (Off-Site)/ C. Distribution Line Work/ C3 Birauta Substation and Telecommunication/ Item No. C3.2.1 of C3.2 - MPLS -TP Equipment (1G upto 4 protected directions) for Ring Main Unit	Redundant AC supply is mentioned, however in Volume 4 of 4 Section VI.C2 Technical Specification, Clause No. 5.2.4 General Technical Requirements, supply voltage is mentioned as "-48V DC". Kindly confirm the requirement.	Refer to Item No.31 of Clarification No.1.
20	Volume 2 of 4; Part 2A: Employer's Requirements for Substation Work/Section VI. A1 Scope of Work/Clause No. 4.1.12 - 145 kV Power Cables and Terminations/Page No. A1-21 (Page No. 29 of 763 of PDF file)	It is understood that 145kV cable scope only includes cables and terminations from 132kV GIS up to 132/11kV Transformer. The cables and terminations for 132kV incoming transmission lines is in another package. Kindly confirm if the understanding is correct.	As per the explanation of "terminal points" stipulated in Vol.2-Clause 3.1, and Vol.3-Clause 4.1 & 4.2 in the Scope of Work, the GIS side termination (female side) is under Substation Work, while the cable installation, outdoor sealing ends, and connection to the existing overhead line are under Transmission Line Work. The Contractor shall anyway be fully responsible for all the interfaces between Substation section and Transmission Line section.
21	VOLUME 2 OF 4; Part 2A: Employer's Requirements for Substation Work/ Appendix-A1 Technical Particulars/ Clause No. 1.1.7 Current Transformer; /Page No. A1-24 (Page No. 550 of 763 PDF file)	Kindly confirm the complete parameters for PS class CTs like V_k , I_e , R_{ct} etc.	Bidder is requested to decide the CT (V_k , R_{ct} and etc.) in order to satisfy the CT requirement by the proposed protection relays which are connected said CT.
22	Volume 2 of 4; Part 2A: Employer's Requirements for Substation Work/ Section VI.A2 Technical Specification/ Chapter 11: Civil and Building Works/ Clause No. 11.2 Design of Civil and Building Works/ Clause no.11.2.2 Codes, Standards and Regulations &	Clause Stated that "Designs must comply with latest editions of international and local codes (ACI, ASTM, BS, NBC, etc.). Lists applicable standards (ACI, AISC, ASTM, ISO, NFPA, NBC, etc.), Kindly confirm latest Indian standard are acceptable for structure steel & RCC design works.	As per Clause 11.2.3 of Volume 2 and Employer's previous clarification (Clarification No.1, SN.86), the design of civil and building works shall comply strictly with the latest editions of international standards such as ACI, AISC, ASTM, ISO, NFPA, NBC, etc. National standards like Indian Standards (IS), similar to Japanese Standards (AIJ, JSCE) or Chinese Standards (GB), are not included in the list of international standards specified in the Contract and therefore shall not be accepted for this project under



SN.	Vol./Section/Clause / Page no. of Bidding Document	Queries of Prospective Bidder	Reply of Employer
	11.2.3 International Standards / Page No. A2-11-1, . A2-11-2 (Page No. 353, 354 of 763 of PDF file)		any circumstances. The Contractor must use the international standards listed in the Employer's Requirements. Please note that NBC refers to Nepal Building Code, which is expressly listed and acceptable.
23	Volume 2 of 4; Part 2A: Employer's Requirements for Substation Work/ Section VI.A2 Technical Specification/ Chapter 11: Civil and Building Works/ 11.2 Design of Civil and Building Works/ Clause no. 11.2.12 Design of Foundations / Page No. A2-11-11 (Page No. 363 of 763 of PDF file)	Kindly confirm Indian Standard are acceptable for foundation design works.	Same as reply to Item No.22 above.
24	Price Schedule Pokhara A Substation/ Schedule No. 4(A): Construction, Installation and Testing (On-Site)/ Item No. A2.1 Birauta Substation; A2.1.1 Site Preparation Works, including Site Survey, Demolish and Land Formation	Please provide the specific scope & extant dismantling & landscape details to quantify	Refer to Vol 2, Section VI, A1 Scope of Work, Clause 5.
25	Volume 2 of 4; Part 2A: Employer's Requirements for Substation Work/ Section VI.A2 Technical Specification/ Chapter 11: Civil and Building Works/ Clause no. 11.4 Particular Specifications 11.4.1 Surveying and Setting Out / Page No A2-11-13 (Page No. 365 of 763 of PDF file) and Volume Drawing/ Annex-1 Drawing for Substation Work/ Drawing No. BIR-SS-C-0002 REV. 0 Topographic	Please arrange to provide the visible details or provide the AutoCAD drawing.	AutoCAD drawing No. BIR-SS-C-0002 Rev.0 will be made available on the NEA website for reference purposes only. The Bidder/Contractor shall not rely solely on this drawing and must carry out its own topographic survey in accordance with Sub-Clause 11.4.1 of the Technical Specification. All costs and responsibilities related to the survey shall be borne by the Contractor.



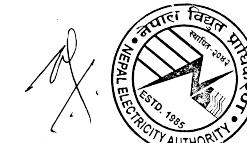
SN.	Vol./Section/Clause / Page no. of Bidding Document	Queries of Prospective Bidder	Reply of Employer
	survey plan/ (Page No. 28 of 75)		
26	Volume 2 of 4; Part 2A: Employer's Requirements for Substation Work/ Section VI.A2 Technical Specification/ Chapter 11: Civil and Building Works/ Clause no. 11.4 Particular Specifications 11.4.3 3 Architectural Items not included in the Specifications/ Page No A2-11-56 (Page No. 408 of 763 of PDF file)	<p>"For finishes or materials not included in these civil and building specifications but are necessary in the execution of works, the Contractor shall promptly seek clarification/approval of the Employer/Engineer in writing. All costs and expenses involved shall be included in the Bid Price."</p> <p>Provide the specific requirement to quantify & costing accordingly for bid proposal</p>	<p>As per Clause 11.1 (General) of the Technical Specification, any finishes or materials not explicitly listed but necessary for the proper execution and completion of the works shall be considered by the Bidder and included in the Bid Price. The Employer will not provide a separate list for such items. It is Bidder's responsibility to review the drawings, site conditions, and specifications, and to allow for all costs associated with these items in the proposal.</p>
27	Lekhnath & Syangja	Please provide the scope for civil modification, if any	Please refer to the Employer's reply of Item No. 87 in Clarification No.1.
28	Volume 1 of 4; Section IV/ Bidding Forms, Price Schedule, B. Work Items, Schedule of Payments	<p>In case of JV or Consortium, can each member of JV or Consortium submit the invoice and receive the payment individually? Or can only one member receive the payment?</p> <p>Please clarify.</p>	<p>In the case of a registered JV or Consortium, the Lead Partner—authorized through a Power of Attorney by the JV/Consortium members—shall submit the invoice on behalf of the JV/Consortium and receive payment into the designated JV/Consortium account.</p>
29	Distribution Line	<p>According to the Bidding Documents, there have Inter-branch metering unit and Inter-substation metering unit description in the work scope of Chapter 20.4. But in the BOQ, there only have 4 set Inter-branch metering unit. Kindly clarify if there have the requirements of Inter-substation metering unit? And how many Inter-substations metering unit will be used for the project.</p>	<p>The inter-branch metering unit and inter-substation metering unit shall be installed in Ring Main Units.</p> <p>The total amount shall be four (4).</p>
30	Volume 4 of 4 Distribution Line	<p>According to the APPENDIX-C1: GUARANTEED TECHNICAL PARTICULARS, there have '11 kV XLPE Power Cable, 3 Core, 300 sq. mm Al. Conductor, XLPE & accessories', but the BOQ don't have the quantity for it. Kindly clarify if it needed for this project and how many will be provided by contractor?</p>	<p>11 kV XLPE Power Cable, 3 Core, 300 sq. mm is not required in the project.</p>
31	Volume 4 of 4 Distribution Line	<p>According to the Bidding document, 19.2 JOINT BOX, the UGFO and ADSS cables would be required to be spliced at every joint. But in the BOQ there don't have the quantity of ADSS, kindly clarify if the project needs the ADSS cable and its quantity.</p>	<p>Joint work of UGFO and ADSS cables is not expected, because the Employer will install only UGFO cables and connection with ADSS cable will be done by the other telecommunication operators.</p> <p>At the connection point of UGFO cables, handhole shall be installed, and joint work shall be done in the handhole. The cost of joint boxes shall be estimated in the cost of the Fiber Optic cables.</p>



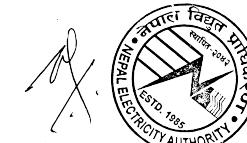
SN.	Vol./Section/Clause / Page no. of Bidding Document	Queries of Prospective Bidder	Reply of Employer
32	Volume 4 of 4 Distribution Line	For BOQ, Schedule No. 3(C3): Supply of Plant (Off-Site), C. DISTRIBUTION LINE WORK, 'FODP & FMS with Splicing & Patching Trays, FCPC coupling and pig tails (5 meter each), Patch Chords', by reading the bidding documents, we understood that 3 indoor type FMS will be provided in RMU and 1 outdoor type FMS will be provided in GO Switch. But for the remaining equipment and material such as "FODP with Splicing & Patching Trays, FCPC coupling and pig tails (5 meter each), Patch Chords", kindly clarify how many set needed for the project?	FODP, FMS, and the related accessories shall be also installed in the cabinet of Remote Terminal Unit (RTU) to be installed in the substation building. The Bidder must consider the amount of the equipment by themselves.
33	Volume 4 of 4 Distribution Line	According to the bidding document description, the LT cable and Service cable are belonged to underground work. But there has description of LT cable accessories in the Volume 4 of 4, Chapter 3.6, 'Accessories for LV Aerial Bundled Conductor (ABC)', which belong to the overhead line. Kindly clarify the LV Cable and Service cable buried method and requirements. If the overhead accessories for LV cable are needed for the project?	LV cables and service cables shall be buried in cable conduits. But some LV underground cables must be connected with the existing LV lines. And some modification work of LV pole arrangement will be required, so such accessories will be required.
34	Volume 4 of 4 Distribution Line	According to the bidding document description, the LT cable and Service cable are belonged to underground work. 50m service cable will be provided to connect the customer, kindly provide the layout of customer and line route so that the excavation quantity of underground LV ABC Cable and Service Cable can be estimated.	The layout of customer and line route shall be determined by the Contractor at the detailed design stage. Please kindly estimate the excavation quantity using aerial photos and assumed house counts.
35	Volume 4 of 4 Distribution Line	According to the Volume Drawing provided in the bidding documents, it seems there have 4 existing RMU. If the existing 4 RMU need to be upgrade and modify, it will also need 4 FRTU and 4 MPLS-TP, which means the final quantity of FRTU is 8 and MPLS-TP is 9, it was different from the quantity provided in price list. For the better estimate the quantity, kindly clarify if there have the detailed modification work scope for 4 existing RMU in the distribution line? Can we provide the quotation as per the quantity in Price List?	Underground cables will be installed in the existing 2 RMUs as described in Drawing No. BIR-DL-0004, but major modification of the existing 4 RMUs isn't expected, which means installation of additional FRTU and MPLS-TP is not required. But inter-branch metering units and inter-substation metering units shall be installed in the cabinet of RMUs
36	Volume 2 of 4 Substation	Please provide the typical drawing (plan, section & elevation) of the Firefighting Facilities House, or please clarify whether we should construct a building or a shed for it.	The Firefighting Facilities House shall be constructed as a building, not a shed. The design, including plan, section, and elevation, shall be prepared by the Contractor based on the firefighting equipment proposed for transformer fire protection. No standard drawing will be provided by the Employer; therefore, the Contractor is responsible for developing the complete building design in accordance with the



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			Technical Specification.
37	Volume 2 of 4 Substation	Please clarify whether it is permissible to build the Firefighting Facilities House and Fire Water Tank within the Substation Building, for example, within the basement floor (cable hall).	It is permissible to install the Firefighting Facilities House within the basement floor (e.g., cable hall), provided that adequate measures are taken to prevent water leakage. However, the Fire Water Tank shall be installed outdoors as per the Employer's requirements.
38	Volume-1 of 4 Section III. Evaluation and Qualification Criteria	1.1.3 Subcontractor for major item of the Works Please confirm that if the bidder submits the type test report of higher rated equipment and it is accepted by the Employer, there is no need to repeat the type test during the execution phase.	If the Employer accepts the submitted type test report for higher-rated equipment, the Contractor will not be required to repeat the type test during the execution phase.
39	Volume 4 of 4	2. SCOPE OF WORK 2.2 Undergrounding of low voltage (LV) network on the roads where MV network is to be undergrounded. We understand that all (400V) low-voltage distribution lines along the newly proposed eight 11kV medium-voltage network routes need to be converted to underground cables and connected to the existing customer-side meters. However, this scope of work is not reflected in the Bill of Quantities (BOQ). Please confirm whether our understanding is correct. If confirmed, please issue a revised BOQ to include this portion of the work.	We understand the scope of work is reflected in the BOQ. The amount of MV, LV underground cables, LT Pillers and service cables is estimated in the BOQ. As stated in the BOQ, the cable conduits and the related civil work shall be included in the cable costs and the installation costs. Removal work of the existing overhead line will be conducted by the Employer. If the Bidder think some components are missing, please clarify it.
40	Volume 4 of 4	2. SCOPE OF WORK 2.3 Installation of SCADA system and communication system for distribution lines for the above 8 MV distribution feeders As of 2025, an ADB funded project has been establishing an automation system for distribution line around the Kudhar substation including SCADA system. Considering such a situation. Communication system including Local SCADA system shall be designed by the Contractor. Please provide in detail the scope of work for the ADB funded project mentioned here, as well as the interface division with the this project.	As for the scope of work, please kindly refer to the Web site of NEA below. Project Name: POKHARA-BHARATPUR DISTRIBUTION SYSTEM REINFORCEMENT PROJECT Bid Close Date: March. 25, 2021 URL: https://www.nea.org.np/tender_prelqualification
41	Volume 2 of 4 Employer's Requirements For Substation Work 4 MAJOR PLANT AND EQUIPMENT INCLUDING MANDATORY SPARE PARTS 4.1.1 145 kV Indoor Switchgear	Cl. (1) 2 No. of 145 kV GIS double Bus Bar ES/VT System comprising; 6 Nos. - 145 kV single phase voltage transformers with windings as follows; 132,000/ $\sqrt{3}$: 110/ $\sqrt{3}$: 110/3 V, Class 0.5 for Metering and Class 3P for Protection.	The six (6) sets mean six (6) phases, then two (2) sets of three phase encapsulated VT is acceptable.



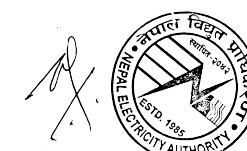
SN.	Vol./Section/Clause / Page no. of Bidding Document	Queries of Prospective Bidder	Reply of Employer
	Page A1-7	We would like to inform that the GIS design is three phase encapsulated design and thus the Voltage Transformer shall be three phase encapsulated. The quantity of VT shall be 2 Nos. (one for each bus bar)	
42	Volume 2 of 4 Employer's Requirements For Substation Work 4 MAJOR PLANT AND EQUIPMENT INCLUDING MANDATORY SPARE PARTS 4.1.1 145 kV Indoor Switchgear Page A1-7	Cl. (1) (1) 2 No. of 145 kV GIS double Bus Bar ES/VT System comprising; 1 Lot - Local Control Panel The busbar module does not need a separate Local Control Panel. Kindly clarify if there is requirement of separate LCC for bus bar.	The busbar ES/VT etc. is common function related to busbars. These functions shall be provided separately from line/transformer feeders local control panel. Then these functions shall be provided in the dedicated LCC or common LCC such as bus coupler.
43	Volume 2 of 4 Employer's Requirements For Substation Work 4 MAJOR PLANT AND EQUIPMENT INCLUDING MANDATORY SPARE PARTS 4.1.1 145 kV Indoor Switchgear Page A1-7	Cl. (1) 2 No. of 145 kV GIS double Bus Bar ES/VT System comprising; 1 Lot - Local Control Panel We would like to inform that we will offer integrated type Local Control Panel as we have offered for many other 132kV projects. Kindly confirm if we can offer integrated type LCC.	We are not in position to decide the integrated LCC is acceptable or not because the definition of integrated LCC is not described. However it is acceptable to provide free standing LCC or small cubicle attached with GIS.
44	Volume 2 of 4 Employer's Requirements For Substation Work 4 MAJOR PLANT AND EQUIPMENT INCLUDING MANDATORY SPARE PARTS 4.1.1 145 kV Indoor Switchgear Page A1-7	Cl. (2) 2 Nos. of 145 kV GIS Line Feeder Bay for Lekhnath HV Cable circuit and Syangja HV Cable circuit, each comprising; (3) 2 Nos. of 145 kV GIS Transformer Feeder Bay, each comprising; (4) 1 No. of 145 kV GIS Bus Coupler Bay, comprising; Kindly help us with the burden rating for CT cores. Also the CT shall be three phase encapsulated design so there will be 1 No. of CT per bay. Hope the same shall be acceptable.	Even if encapsulated design is applied, there are three CT cores in it. The requirement is a core on each phase. The CT characteristics shall be selected by the Bidder considering proposed protection relay, CT lead resistance etc. according to the requirement in Chapter 2 Clause 2.1.2 (4) (d) in page A2-2-25.
45	Volume 2 of 4 Employer's Requirements For Substation Work 2.1.2 High Voltage 145kV - Metal-Clad, SF6 Insulated Switchgear Page A2-2-13	CL. The arrangement of the switchgear shall be in such a way that any part can be removed without dismantling, interruption or disturbance to adjacent feeders or circuits. We would like to inform that, active part of the circuit breaker is removed without removing another element. In standard practice, there is no need of removing entire CB assembly (i.e., in the event of repair on interuputer, busbar	Even though the fault occurred on any point of GIS, some part of GIS including a fault point shall be replaced. When the fault occurred on non-active part of circuit breaker, this part shall be replaced. Accordingly entire circuit breaker including non-active part of circuit breaker shall be replaced.



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		will be remain in service. But, it is not possible in the case of replacement / removal of entire Circuit Breaker assembly). Hope the same shall be acceptable.	
46	Volume 2 of 4 Employer's Requirements For Substation Work 2.1.2 High Voltage 145kV - Metal-Clad, SF6 Insulated Switchgear (1) Common Features Page A2-2-13	Cl. The local control panels shall be free standing and shall be factory-tested. The 132kV GIS has integrated LCC which is well proven design and also cost efficient. Kindly confirm if we can offer integrated type LCC.	Same as the item no. 45 of Clarification No.1
47	Volume 2 of 4 Employer's Requirements For Substation Work 2.1.2 High Voltage 145kV - Metal-Clad, SF6 Insulated Switchgear (3) Requirements for the SF6 gas-insulated switchgear Page A2-2-15	The moisture content of the breaker compartment during service shall thereby keep less than 50ppm (by weight) and 100ppm (by weight) for all other compartments. The moisture content during service for the following compartments are: Circuit breaker: 300 ppm Voltage transformer: 300 ppm Other equipment: 500 ppm Hope the same shall be acceptable.	Same as the item no. 46 of Clarification No.1
48	Volume 2 of 4 Employer's Requirements For Substation Work 2.1.2 High Voltage 145kV - Metal-Clad, SF6 Insulated Switchgear (4) Particular Requirements of Primary Electrical Equipment Page A2-2-20	Cl. High-speed earthing switches - The contacts shall withstand the rated short circuit current of the switchgear for one second without burning or welding. They must be capable of switching capacitive currents no less than 10A at 15 kV and inductive currents no less than 160 A at 15 kV. We would like to inform that the rating for capacitive current is 2A at 6kV and inductive currents is 80A at 2kV. Hope the same shall be acceptable.	Same as the item no. 47 of Clarification No.1
49	Volume 2 of 4 Employer's Requirements For Substation Work 2.1.2 High Voltage 145kV - Metal-Clad, SF6 Insulated Switchgear (5) Local Control / Marshalling Kiosks Page A2-2-28	Cl. A general arrangement drawing of the kiosk showing the position of all important and the mounting position shall be submitted at the Bidding stage. We can provide general drawing reference from other projects. The actual project drawing shall be provided during the execution stage. Hope the same shall be acceptable	Same as the item no. 49 of Clarification No.1



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50	Volume 2 of 4 Employer's Requirements For Substation Work 2.3 TEST AT MANUFACTURE'S WORK Page A2-2-31	<p>Q1. Repetition of type tests may be waived at the Engineer's discretion if adequate type tests have already been performed on the circuit breaker type to be supplied at an independent test laboratory and copies of the type test reports are supplied giving detailed test information, including results.</p> <p>Type test reports as per IEC of GIS from Parent company/group company/ collaborator/ Subsidiary company of the same design offered from the Indian manufacturing unit upto 5 years old shall be provided. Hope the same shall be acceptable.</p> <p>We confirm to submit the Type Test reports for the offered product as per Relevant standards. We do not confirm/ consider any repetition of type test. Hope the same shall be acceptable.</p>	<p>The Employer clarifies as follows:</p> <p>During the technical bid evaluation of subcontractors and manufacturers' qualifications, compliance with EQC Sub-Clause 1.1.3 will be strictly enforced. Therefore, type test reports from the proposed manufacturer must be submitted.</p>
51	Volume 2 of 4 Employer's Requirements For Substation Work 2.1.2 High Voltage 145kV - Metal-Clad, SF6 Insulated Switchgear (4) Particular Requirements of Primary Electrical Equipment Page A2-2-20	<p>Q1. The switches shall be provided with a stored energy drive mechanism. Padlock facilities plus padlocks shall be provided for the operating mechanism to be securely locked in either open or closed position.</p> <p>Disconnectors and maintenance earthing switches are motor operated and do not have stored energy mechanism. Requesting you to kindly accept the same.</p>	<p>The Employer clarifies as follows:</p> <ul style="list-style-type: none"> - For maintenance earthing switches, motor-operated type without stored energy mechanism is acceptable, since these switches are intended for safety grounding and do not interrupt current. - For disconnectors, as per Volume-2 Technical Specification, a stored energy drive mechanism (spring-operated) shall be provided to ensure fast and reliable operation when interrupting any charging or capacitive current.
52	1760849004_Bidding Document_Vol.2A-A-1 Technical Paticulars Clause 11.1.1 / a (10)	BIL FOR HV NEUTRAL SHOULD BE LI: 95kV, AC: 38 kV - Kindly confirm	The insulation levels for HV neutral shall comply with IEC 60076 standards. Any proposed values shall be verified against IEC requirements during detailed design and approval stages.
53	1760849004_Bidding Document_Vol.2A-A-1 Technical Paticulars Clause 11.1.1 / (a) 40 (ii) & (iii)	We consider mv+mv neutral & hv neutral terminal as dry plug in type termination. Kindly specify no of cables per phase with cable details for mv side terminals.	The number of cables shall be decided by the Bidder considering current carrying capacity, cable route structure etc.
54	1760849004_Bidding Document_Vol.2A-A-1 Technical Paticulars Clause 11.1.1 / (h)	<p>We have considered mineral oil as per IEC 60296 type B - un-inhibited, paraffinic base, and will be supplied from reputed Indian make suppliers (Savita/Apar India make).</p> <p>However for factory acceptance test, Hitachi Energy will use mineral oil, which is available at factory. This is general practice in all transformer manufacturers - Kindly confirm your acceptance.</p>	The procedure is basically acceptable, however, the specification of transformer oil of factory shall be similar one as used on site. In addition, the specification of transformer oil of factory and detail analysis report of oil shall be approved by Employer/Engineer. After the factory test, the oil of factory shall be removed from the transformer tank completely.



SN.	Vol./Section/Clause / Page no. of Bidding Document	Queries of Prospective Bidder	Reply of Employer
55	1760849139_Price Schedule_Pokhara_C Distribution Line.xlsx Sheet : Sch-3_C3. Birauta,Telecom / Sch-3_C3.1, C3.2 Birauta,Telecom	Kindly confirm the connectivity details for the mentioned quantity of FOTE. Also, please clarify the actual distance between the local and the remote ends. In addition to this please also provide layout for the connectivity details.	The connectivity details shall be designed by the Contractor. Distance between DCC and Birauta substation is approximately 200 km. The distance between substations shall be estimated with Drawing No. BIR-DL-5001 Maximum distance between Birauta substation and the remote end (RMU) is approximately 2.4 km.
56	1760849139_Price Schedule_Pokhara_C Distribution Line.xlsx Sheet : Sch-3_C3. Birauta,Telecom	We have already supplied NMS with sufficient nodes in the past executed projects. Kindly, confirm for the subject package, if we can utilize existing NMS supplied in the past.	This query shall be discussed in the detailed design stage. At the bidding stage, the Bidder are asked to submit a proposal as per the bidding document. That means the existing NMS is not utilized.
57	1760847968_Volume IV of IV / Cl.7.2 Pg 24/519	Kindly confirm the number of trainees and number of days for training at Site. As OEM we recommend maximum of 2 days at site. Shall we consider two days' training at site. Pl. Kindly.	2 days' training can be acceptable, and the number of trainees is up to maximum 10 engineers.
58	1760847968_Volume IV of IV / Cl. 14.1 Pg 239/519	The specifications provided is generalized where in all the modules have been asked. Kindly, confirm which all modules are actually required along with quantity to be offered for instance 1). Requirement of Differential or Distance protection along with quantity 2). Requirement of E1 interface along with quantity	This Chapter mentions the general requirement of the Network configuration and Equipment for distribution line. The Bidder shall consider the quantity by themselves at their responsibility to achieve the requirement stipulated in the Bidding Document. And replies for the queries are as follows. (1) Differential and Distance protection are not required for Ring Main Unit (RMU). If the Bidder mentions 11kV feeder protection replay in the substation premises, that's a scope of substation work. (2) E1 interface is not required for RMU, but it is required for SDH/MPLS optical terminal to be installed in substation premises.
59	1760849139_Price Schedule_Pokhara_C Distribution Line.xlsx Sheet : Sch-3_C3. Birauta,Telecom / Sch-3_C3.1, C3.2 Birauta,Telecom / Schedule-6	Mandatory Spares - For requirement of spares we understand we have to only provide 1 no. of each type of cards which are being offered in the main equipment. Rack, cabinet, shall not be part of the spares. Kindly, confirm.	Rack and cabinet shall not be a part of the spares. The Bidders are asked to estimate the cost as per the Price Schedule.
60	1760872329-Volume Drawing / Pg 7/75 BIR-SS-E-1003	As per the drawing provided we understand Syangja is presently connected to Lekhanath S/S and Birauta SS is being LILO. At Lekhanath Coriant Hit 7025 is	At Syangja substation and Lekhanath substation, there will be Coriant FOTE provided in the latest project, however the Employer



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		the existing make and we are unsure that the existing FOTE can be upgraded to MPLS-TP. Hence, can we use existing FOX-615 equipment directly for connectivity between Lekhnath and Syanja and we can further upgrade the same to MPLS. Kindly confirm.	prefer the FOTE with MPLS-TP which can be managed by existing ABB NMS. Then it is requested to supply new FOTE with MPLS-TP in Lekhanath, Syangja, and Birauta substation which can be managed by LDC using existing NMS. However, existing FOX-615 in Lekhanath substation can be modified to interface to FOTE at Birauta substation, and it will be considered as value engineering.
61	General	Since, BOQ for FOTE has only been provided in the Schedule C3 Distribution line, we understand for FOTE we have to only refer the specifications mentioned in Volume III of IV. Kindly confirm.	Even if BOQ for FOTE isn't mentioned in the Price Schedule, if it is necessary, the Bidder has to consider the related cost by themselves at the own responsibility.
62	General	We understand the Hybrid equipment asked in Schedule C3. Birauta is to be supplied at Birauta S/S. Kindly, confirm about the additional 6 nos. FOTE requirement mentioned in the schedule.	The Bidder is asked to clarify your query in detail. If you mention C3.2, Schedule 3 and 4 in the Price Schedule, the equipment shall be installed in the Ring Main Unit, not substation.
63	General	Kindly provide the details about the existing equipment at Syangja also please confirm if the same can be upgraded to MPLS-TP.	At Shangja ss, there will be Coriant FOTE provided in the latest project, however the Employer prefer the FOTE with MPLS-TP which can be managed by existing ABB NMS. Then it is requested to supply new FOTE with MPLS-TP which can be managed by LDC using existing NMS.
64	Vol 1, Section VIII, Annex to part A: Information of Taxation in Napal	Whether NEA will issue TDS for the 5% deduction while making payment to contractor on supply portion; if so whether Indian/Japanese supplier can get benefit for the same in their home country?	NEA will issue the applicable TDS certificate for the 5% deduction on the supply portion as required by Nepal's tax laws. However, NEA cannot comment on or confirm whether suppliers from India, Japan, or any other country can claim tax credits or benefits in their home country. Such matters depend entirely on the tax regulations of the respective countries and bidders are advised to consult their local tax authorities or advisors.
65	Vol 1, Section VIII, Annex to part A: Information of Taxation in Napal	In case Japanese company among a member of consortium or JV is applicable for tax exemption, is TDS (5%) for supply portion applicable for tax exemption? The following sentence ("all fiscal levied and taxes") is mentioned in the tender document. In case of tax exemption, TDS also should be applicable.	Please refer to previous clarification responses related to Tax exemption, TDS, etc. in Clarification No.1 and No.2 (this form).



SN.	Vol./Section/Clause / Page no. of Bidding Document	Queries of Prospective Bidder			Reply of Employer
		No.	Duty/ Tax/ Levy	Exemption Category	
		1	Japanese companies operating as suppliers or contractors from all fiscal levies and taxes imposed in Nepal with respect to the income accruing from the supply of products and/or services to be provided under the Loan.	No Pay	
66	Vol 1, Section VIII, Annex to part A: Information of Taxation in Napal	Please confirm whether there is double taxation treaty exists between Nepal and India / Japan. If yes, each consortium member is applicable in case of the consortium.			The existence and applicability of any Double Taxation Avoidance Agreement (DTAA) between Nepal and India or Japan must be verified directly by the bidders. Each consortium member is responsible for assessing its own tax position and determining the applicability of any relevant tax treaties based on its country of residence. NEA is not in a position to confirm or interpret international tax treaties on behalf of bidders.
67	Vol 1, Section VIII, Annex to part A: Information of Taxation in Napal	Please confirm whether NEA will issue TDS for the 1.5% tax being deducted on service portion, if so whether the same can be adjusted from the overall tax liability on the local service portion by PE?			For payments made locally to the Permanent Establishment (PE), a 1.5% TDS will be deducted in accordance with the applicable tax laws of Nepal. This TDS can be adjusted against the PE's overall income-tax liability in Nepal.
68	Vol 1, Section VIII, Annex to part A: Information of Taxation in Napal	Under the consortium arrangement, should the entire consortium or only the member who is responsible for the EPC job is liable to open the PE in Nepal?			Bidders are advised to review the applicable Nepalese tax and contract laws to determine whether a PE obligation arises to all or for only the member performing EPC-related activities within Nepal. Accordingly, each consortium member should assess its own scope of work and comply with the relevant legal requirements based on the existing laws and regulations.
69	Vol 1, Section VIII, Annex to part A: Information of Taxation in Napal	Under the consortium arrangement, whether the tax exemption is eligible for (a) Japanese partner having registered in Japan (b) Japanese partner having registered in India or (c) for the entire consortium including Indian partner?			Tax exemption is available only when the entire consortium—and each of its members—are Japanese companies duly registered in Japan.
70	Vol 1, Section VIII, Annex to part A: Information of Taxation in Napal	Please confirm whether PE needs to be opened only for service portion (not for supply portion) and necessary accounting to be disclosed to Nepal Tax Authorities related to service portion only?			PE needs to be opened for whole contract works and not only for service portion and necessary accounting is to be disclosed to Nepal Tax Authorities for the whole contract amount (not related to service portion only).
71	Vol 1, Section VIII, Annex to part A: Information of Taxation in Napal	Please confirm whether 5% tax would be deducted/withheld while repatriating the money from Nepal to India/Japan?			Tax shall be applicable as per prevailing taxation laws of Government of Nepal.



SN.	Vol./Section/Clause / Page no. of Bidding Document	Queries of Prospective Bidder	Reply of Employer
		If so (a) whether for this 5% any certificate will be provided by Nepal Tax Authorities which will enable get benefits in India / Japan? (b) whether this 5% is over and above the corporate tax being paid?	
72	Vol 1, Section IV, Biding Forms Schedule of Payments	<p>Regarding Payment of Procedures, please confirm the following points.</p> <p>i) Advance Payment by T/T Remittance ii) other payment except advance payment: L/C; Or iii) All payments y T/T Remittance</p> <p>Can the Contractor select the above payment?</p>	Payment shall be made as per disbursement procedures PC 14.7 of the bidding documents.
73	Vol 1, Section IV, Biding Forms Schedule of Payments (A) Terms of Payment	Regarding Five percent (5%) payment upon issuance of the Taking-Over Certificate, please accept 10% payment upon the Taking Over Certificate without requirement of Retention Money Security. We normally receive all the payment at the time of Taking Over Certificate without increasing the amount of Performance Security or Additional Retention Money Security. It will be additional cost for preparation of the competitive offer.	As per Section IV – Schedule of Payments, the payment structure of 10% advance, 80% progress/delivery, 5% upon Taking-Over Certificate (TOC) and 5% upon Performance Certificate (PC) applies to relevant schedules and shall remain unchanged. Retention at 10% (up to the limit of 10% of the Accepted Contract Amount) is applicable per PC Sub-Clause 14.3(c). Notwithstanding, in accordance with PC Sub-Clause 14.9, the second half of the Retention Money payable after TOC may be substituted by a bank guarantee, enabling earlier release of that portion. Therefore, the Employer cannot accept the requested change to pay 10% upon TOC without retention guarantee; the Bidder is advised to use the retention-guarantee substitution mechanism if cash-flow optimization is needed.
74	Vol 1, Section IV, Biding Forms Schedule of Payments (A) Terms of Payment Schedule No. 6: Mandatory Spare Parts	<p>Regarding payment of spare parts, please accept the following conditions.</p> <p>i) 10%: Advance Payment Security ii) 90%: Upon delivery to Site</p> <p>Spare Parts will not be affected on performance of substation, transmission and distribution, and it is for maintenance after taking over. We normally receive all the payment of Spare Parts at the time of delivery to the Site. Deferring payment will affect the total estimated cost in order to prepare the competitive offer.</p>	<p>As per Section IV – Schedule of Payments, the payment structure for Mandatory Spare Parts remains 10% advance, 80% upon delivery, 5% upon Taking-Over Certificate, and 5% upon Performance Certificate.</p> <p>Please note that, in accordance with PC Sub-Clause 14.9, the second half of the Retention Money payable after TOC may be substituted by a bank guarantee, enabling earlier release of that portion.</p>
75	Vol 1, Section VIII. Particular Conditions (Part A: Contract Data) 17.6	Part A – Contract Data 17.6 Maximum total liability of the Contractor to the Employer: This CD 17.6 is not applicable.	Your understanding is partially correct, subject to the provisions of Sub-Clause 17.6 of the Particular Conditions (Part-B: Specific Provisions).



SN.	Vol./Section/Clause / Page no. of Bidding Document	Queries of Prospective Bidder	Reply of Employer
		The Bidder understands that the Maximum total liability of the Contractor to the Employer shall be the Accepted Contract Amount. Please confirm our understanding.	
76	Vol 1, Section VIII. Particular Conditions (Part A: Contract Data) 20.6	<p>Part A – Contract Data 20.6 /</p> <p>Part B – Specific Provisions</p> <p>... The Place of arbitration shall be a neutral location determined in accordance with the applicable rules of arbitration, and the arbitration shall be conducted in the language for communication defined in Sub-Clause 1.4 [Law and Language]...</p> <p>Please specify the place of arbitration.</p>	The arbitration shall be conducted under the ICC Rules of Arbitration, in a neutral location such as Singapore, unless otherwise agreed by the Parties at the time of dispute.
77	Volume 1, Section IX. Contract Forms	<p>Contract Agreement</p> <p>2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.</p> <p>(a) the Letter of Acceptance.</p> <p>(b) the Letter of Price Bid;</p> <p>(c) the Letter of Price Bid;</p> <p>(d) addenda, if any;</p> <p>(e) the Particular Conditions;</p> <p>(f) the General Conditions;...</p> <p>(1) Clarifications are not included as part of this Agreement. We suggest that Clarifications shall be added as (e) after the (d) addenda. Please accept our suggestion.</p> <p>(2) The Particular Conditions include two parts: Part A Contract Data and Part B Specific Provisions. Please specify which shall prevail? Part A or Part B?</p>	<p>(1) Clarifications issued during the bidding stage are not part of the Contract documents unless expressly incorporated through an Addendum. Only Addenda formally issued by the Employer shall form part of the Contract Agreement.</p> <p>(2) As per Sub-Clause 1.5 [Priority of Documents] of the Particular Conditions (Specific Provisions), the order of precedence is:</p> <p>(d) Particular Conditions – Part A: Contract Data</p> <p>(e) Particular Conditions – Part B: Specific Provisions</p> <p>Therefore, Part A shall prevail over Part B, and both shall prevail over the General Conditions.</p>
78	Vol 1, Section III, Evaluation and Qualification Criteria, Clause 2.4.2 (1) (b) (ii), 2.4.2(2) (b) (ii) and 2.4.2(3) (b) (ii)	<p>The current wording requires:</p> <p>“At least one contract shall be in South or Southeast Asian country.”</p> <p>In order to allow broader, yet still region-relevant, competition, we kindly request that this phrase be revised as follows:</p> <p>“At least one contract shall be in Asian countries including South or Southeast Asian country.”</p>	The requirement stated in Sub-Clauses 2.4.2 (1) (b) (ii), 2.4.2(2) (b) (ii) and 2.4.2 (3) (b) (ii), Section III remains unchanged. At least one similar contract shall have been executed in South or Southeast Asia, as originally specified. This criterion is intended to ensure that the Bidder has relevant experience under technical, climatic, and regulatory conditions comparable to those of the Project. Therefore, the proposed revision to include other Asian countries cannot be accepted.



SN.	Vol./Section/Clause / Page no. of Bidding Document	Queries of Prospective Bidder	Reply of Employer
		Our JV members have successfully executed similar works in other Asian countries (outside South and Southeast Asia) under comparable technical, climatic and regulatory conditions. Under the present wording, such experience cannot be counted, although it is fully relevant to the project's technical requirements and risk profile.	
79	1760849139_Price Schedule_Pokhara_B Transmission Sch-3_B1. Birauta – LILO B1.5.1 Solid-Bond	Please confirm if solid bond link box (1way) for outdoor termination and solid bond link box (3way) for GIS termination are acceptable respectively.	Your understanding for selecting link boxes is correct. Additionally, schematic diagram shown as attached is in order.
80	Vol 3B B-1 APPENDIX - B1: TECHNICAL PARTICULARS 1. 132 KV TRIPLEX XLPE CABLE No.32	Please clarify if the short circuit capacity of single bonding cable and earth continuity wire is 40kA for 1sec.	The short circuit capacity of single bonding cables and earth continuity wires is 40kA for 1sec.

