



Budhi Ganga Hydropower Project

Name of bid: LOT 1-Civil and Hydro-mechanical Works

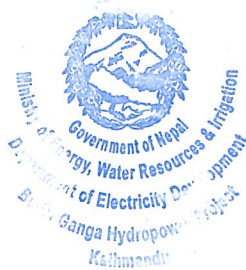
Invitation to Bid No: BHP/ICB/EPC/LOT1-2022/23

Clarification by Client on the queries by bidders -1

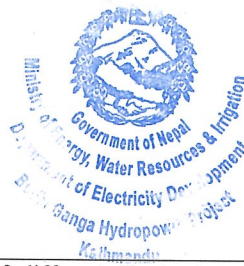
S. N.	Modification/Clarification Requested by Bidders	Clarification by Client
1	Section-IX Special Condition of Contract Clause GCC 49.9 the Latent Defects Liability Period is mentioned 10 Year, shall bidders needs to furnish Performance Guarantee up to the Latent Defects Liability Period or not?	It shall be as per "Section VIII : General Conditions of Contract, 64. Securities
2	Section VII-Activity Schedule (ACS), Weightage given in a schedule can modify by the bidder or not ?	Bidder cannot modify ACS
3	Is there any tax exemption facilities for the import of the hydromechanical works components ?	Tax exemption on Hydromechanical works shall be as per the prevailing Electricity Act/Regulations and Financial Act/Regulation of Nepal
4	To maintain the cashflow and to run the project execution smoothly, we would like to request you to include the provision of advance for plant and material which have been sent to the site for incorporation in the permanent works.	Advance payment shall be as per "Section VIII : Special Conditions of Contract, GCC 63.1

Clarification by Client on the queries by bidders -2

S. No.	Modification/Clarification Requested by Bidders	Clarification by Client
1	Certain data related to Final Detailed Design Report is provided by the Employer. we have following 2 requests in this regards: 1.1 Please provide full drawing in soft AutoCAD form for quantity calculations. 1.2 Addendum 1 has Volume 1 Main Report of Final Detailed Design Report comprising of 17 chapters but Employer has shared only first 9 chapters. please share the remaining chapters (although some are related to Lots 2 and 3) to conceive the project fully and especially Chapter 10 related to Cost Estimate.	<ul style="list-style-type: none"> • Full drawing in PDF format has been uploaded in Bolpatra.gov.np as Addendum • Remaining major part of the report has been uploaded in Bolpatra.gov.np as Addendum • The total estimated cost has been given in Section VI Employer's Requirement (ERQ), Project Information
2	List of works under execution or already executed at the above project site (s) along with their scope and progress achieved.	Access road to dam site, Power house site and Surge tank site is completed. Army camp and one bunker house has been completed
3	Percentage of total bid price mentioned in Section VII-Activity Schedule (ACS) for different description and percentages of payment procedures can be modified by the Bidder or those are firm and bidder has to insert his total contract cost?	Bidder cannot modify ACS, The bidder has to submit total bid price in lump sum.



4	We suggest that price adjustment should be included in the Contract by addition of a formula, indexes and coefficients under Clause 59.1. By including this clause, both parties can effectively address unforeseen circumstances, such as changes in market prices, currency exchange rates, or fluctuations in the cost of labor and materials.	Price adjustment shall be as per "Section II: Bid Data Sheet, ITB 14.6"
5	Any changes in taxes, duties or levies must be compensated from the base date of 30 days prior to the bid submission and accordingly Clause 57 needs to be amended.	Taxes shall be as per "Section VIII : General Conditions of Contract, 57.Tax"
6	We propose to add in the Contract a risk-sharing mechanism to address unforeseen rock type changes. This could involve establishing a change order process that allows for equitable adjustments in terms of cost and schedule when encountering unexpected rock conditions.	It shall be as per "Section VIII : General Conditions of Contract, 22. Contractor's Risks "
7	<p>We foresee that completion/ operation of works included in Lot -1 (Civil and Hydro-Mechanical Works) will be highly linked and dependent on completion of works included in Lot -2 (Electromechanical Works) and Lot-3 (Substation and Transmission line Works):</p> <p>1.1 to achieve physical completion of the project works (especially powerhouse).</p> <p>1.2 to perform tests on completion (all the components included in water conveyance system)</p> <p>However, it is mentioned in paragraph 1.2 (k) of Section 1 Interfaces of Section VI Employers Requirement as following:</p> <p>No claim for delay arising from interfaces between the Contract and other contracts shall be admissible unless the Contractor can demonstrate that the Contractor has attempted to provide all reasonable liaison and co-ordination but that nevertheless unavoidable or unreasonable delays with respect to the progress of the Works have been incurred by the Contractor as a direct result of the actions or omissions of the other contractors.</p> <p>(emphasized supplied)</p> <p>It will be difficult for the Contractor to demonstrate efforts in coordination. We propose that the Employer should take all the responsibility for the coordination between different Contractors and</p>	<p>Coordination between different Contractors and responsibilities of different Contractors under interfaces works shall be as per Section VI - Employer's Requirement :C. TECHNICAL SPECIFICATIONS : INTERFACES</p>



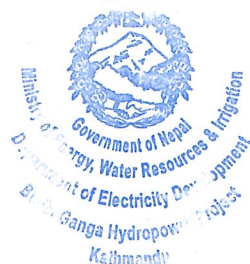
	responsibilities of different Contractors under interfaces works should be fixed more clearly.	
8	After the completion of all the works in Lots 1, 2 and 3. performance of tests including the arrangement of operational staff shall be responsibility of which of the specific Contractor out of three (3)?	All contractors will be responsible
9	Being International company, we propose that the disputes between the parties should be dealt in International Arbitration under International Chamber of Commerce (ICC) by three(3) Arbitrators and Clause 37.1 of SCC should be amended accordingly.	It shall be as per "Section VIII : General Conditions of Contract, 37. Dispute Settlement by Arbitration
10	For different location in the project sites. are there any sort of: 1.1 site access limitations or constraints? 1.2 any specific site safety requirement? 1.3 Any security issues other than the normal requirement?	Client has not identified these limitations or requirements till date, however bidder shall make the site visit and confirm the same.
11	Please provide if there are any approved material sources for cement and reinforcement. their locations along with average distance from the project site. which have been used in the approved Cost Estimate/Feasibility Study	Please follow the detail project report.
12	For the work "Construction power supply, Power supply system to site camps and Lot 2 electromechanical works including installation of all related appurtenances. what will be scope and duration of power supplies for Lot 2 electromechanical works including installation of all related appurtenances.	Please refer "Final Detailed Design Report, 14. ELECTROMECHANICAL DESIGN AND DESCRIPTION
13	What are the basis of gross head calculations to reach at the figure of 94.83 meters? 1.1 Please provide the normal operation level in De-sander: 1.2 Please provide tail water rating curve at powerhouse site to observe site to observe the water level against design discharge.	Please follow the detail project report.
14	What is return period for diversion flood flows? Seems contradiction is hydrological data in paragraph 1.5.3 at page 11 of project information in Section VI Employers Requirement. the diversion flood for the coffer Dam is mentioned as 173.37 m ³ /sec at 20 year return period which does not match with the data given in Table No.4.	Please refer "Final Detailed Design Report, Volume I: Main Report, <u>Table 5-8: The diversion floods at different return periods</u> Page 5-13.



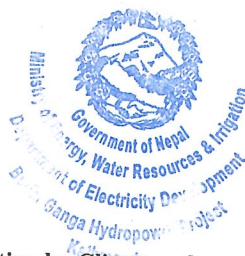
15	There are lot of risks involved in transportation of equipment through Kolkata after crossing 1,000Km in India and 500Km in Nepal. Whether any alternate route exists for transportation of equipment through China?	Employer has not identified alternate route.
16	Who will own the Contractor's facilities at the end of the project?	Demobilization of contractor's facilities is contractor's responsibility.
17	The Bid submission date for Lot-1 (Civil and hydro-mechanical works) of 20 MW Budhi Ganga HPP kindly be extended for 45 days after August 07.2023. Since captioned project is an EPC Project. Which normally requires more time in order to have a better understanding of the works and achieved a better design. We hereby apply for an extension of Bid submission period for 45 days.	Deadline for bid submission has not been extended till date.

Clarification by Client on the queries by bidders -3

S.N.	Modification/Clarification Requested by Bidders	Clarification by Client
1	<p>Payment of foreign currency: Under the Bid Data Sheet, Section ITB 15.1 is repeated. In first section of ITB 15.1, it states among other things, <i>'The maximum ratio of Foreign Currency to Nepali Currency with respect to the evaluated bid price shall not be more than 40:60.....'</i> <i>Bidders should note that for the purpose of payments, the exchange rates confirmed by Nepal Rastra Bank as the selling rates prevailing 30 days prior to the deadline for submission of bids shall apply for the duration of the Contract.'</i> In the repeated section of ITB 15.1, it states, <i>'The currency of payment of contract price shall be Nepalese Rupees. The portion of foreign currency expressed in bid shall be paid in local currency (Nepalese Rupees) at the exchange rates confirmed by Nepal Rastra Bank as the selling rates prevailing 30 days prior to the deadline for submission of bids.'</i> The repeated section has made confusion with regard to payment of foreign currency portion. As per the Standard Bidding Document for Procurement of Works under ICB, issued by PPMO, 'ITB 15.4..the exchange rates confirmed by Nepal Rastra Bank as the selling rates prevailing 30 days prior to the deadline for submission of bids shall apply for the duration of the Contract <u>so that no currency exchange risk is borne by the bidder.</u> We request the Employer to delete the confusing provisions in the repeated section of ITB 15.1 under Bid Date Sheet and to adopt the provisions made under the Standard Bidding Document for Procurement of Works under ICB issued by PPMO. For payment purpose, the risk of currency exchange rate shall not be borne by the contractor.</p>	<p>It shall be as per Section II: Bid Data sheet ITB 15.1</p> <p>(The contractor shall bear the risk for changes in the cost of materials, fuel or other prices due to variation in the currency exchange rate)</p>
2	Procurement of explosive materials:	It shall be as per "Section VIII: General Conditions



	<p>Production and supply of explosive materials from within the Country (Nepal) is limited. For smooth progress of rock excavation works it is essential to import explosive materials. Unfortunately, in recent years Chinese contractors are facing impediment to import explosive materials from India, importing explosives from China takes very long time and is very costly.</p> <p>In view of these facts, is it possible that the Employer supply explosives to the contractor or obtain permission to import explosive materials from India.</p>	<p>of Contract, 95. Compliance with Regulations for Explosives</p>
3	<p>Site establishments and land acquisition Issues: Site establishment areas for temporary facilities (such as contractor's camp, office, store yard, workshop yard, concrete batching plant, aggregates crushing plant), spoil tips, aggregates borrow areas are not shown in bid documents. We request the Employer to provide layout with areas of site establishment areas and confirm whether land acquisition issue for these site establishment areas is closed.</p> <p>We also request the Employer to confirm status of land acquisition for access road to adit tunnel.</p>	<p>-It is suggested to see the report uploaded by client in Bolpatra.gov.np as Addendum no:13, -Private land to be acquired for major structures are completed. -Land acquisition for access road to adit tunnel is in process</p>
4	<p>Use of Chinese Standards: American and European standards are listed in the Bid Document. Can the Contractor apply Chinese standards as long as the Employers requirement are met.</p>	<p>-Please refer Employer's Requirement (ERQ): 2.10. STANDARDS AND REGULATIONS</p>
5	<p>HVAC, fire fighting and lighting works: HVAC, fire protection system and lighting works are more closely related to Electromechanical works. Some parts of HVAC, fire protection system and lighting works are included in the scope of Civil and Hydro-mechanical contractor, while other parts of these works are included in the scope of Electro-mechanical contractor, which causes interface issues and affects smooth progress of project works. So, we request the employer to shift all HVAC, fire protection system and lighting works into the scope of LOT-2 Electro-mechanical works</p>	<p>Please refer - Employer's Requirement (ERQ)</p>
6	<p>Power consumption by LOT-2 and payment: LOT1 Contractor is responsible for providing power supply up to central distribution cabinets and LOT2 Contractor is responsible for cable extensions for electricity supply for his own use from central distribution cabinets provided by the LOT1 Contractor, Payment of power consumption is not mentioned in the bid document.</p> <p>We request the Employer to add a provision stating LOT2 Contractor shall install metering units at the central distribution points and pay the power consumption at the unit rate/s charged by electricity authority</p>	<p>Suggestion acknowledged</p>
7	<p>11KV substation location near powerhouse and head works: We request the Employer to provide locations of nearest substations to tap 11KV power supply head works and powerhouse.</p>	<p>Nearest 11 KV Substation is located in Sanfebagar which is approximately 6km from powerhouse and 13 km from head works site</p>



Clarification by Client on the queries by bidders-4

S. No.	Modification/Clarification Requested by Bidders	Clarification
1.	Request to issue letter stating that there are no water dispute to be utilized for Budhi Ganga Hydropower Project with neighboring countries.	There are no water rights issues with neighboring countries that can adversely affect the Budhi Ganga Hydropower Project as of now.