



तनहुँ हाइड्रोपावर लिमिटेड  
Tanahu Hydropower Limited

(नेपाल विद्युत प्राधिकरणको पूर्ण स्वामित्व)

Trade Tower-4<sup>th</sup> floor, Thapathali, Kathmandu, Nepal

Tel: 01-5111117, 5111118, 5111119, Fax: 5111121 Email: info@thl.com.np

Ref.: 075/76 C.N. 600

Date: 16 June 2019

To all Prospective Bidders;


Subject: **Clarification No. 1 to Bidder's Queries(Contract No. /Title: THL/01- P1/2075/76: Package 1: Headworks (Re-Bid))**

Dear Sirs,

In accordance with the ITB Clause 7.1 of the Bidding Document, please find enclosed our Clarification No. 1 as response to the Bidder's Queries that have been received as of 9 June 2019.

We request you to acknowledge the receipt of the same.

Sincerely yours,

*for*  
  
Pradeep Kumar Thike  
Managing Director

**Tanahu Hydropower Project**  
**Package 1– Head Works (Re-bid)**

**Contract No.**  
**THL/01 – P1/2075/76**

**BIDDING DOCUMENT**  
**CLARIFICATIONNO. 1**  
**AS**  
**RESPONSES TO BIDDERS QUERIES**

## REQUESTS FOR CLARIFICATION NO. 1

No.	Volume	Section / Part	Clause/Schedule/Bill Item	Page	Subject	Clarification Requested	Response
1.01		Invitation for Bids	Clause 6		<u>Purchase of Bidding Document</u>	Invitation for Bids – Rebidding, Clause 6 specifies the bidder to purchase the official bidding documents from the client. Please clarify whether the official bidding document purchased by one of the members of the intended Joint Venture is sufficient.	A bidder may, subject to ITB 4.5, be a natural person, private entity, or government-owned entity, or any combination of them in the form of a Joint Venture (JV) under an existing agreement, or with the intent to constitute a legally-enforceable joint venture. It would be sufficient if a partner of such a JV purchases the Bidding Document on behalf of the JV.
1.02		Invitation for Bids	Clause 6		<u>Soft copy of Bidding Document</u>	Request for tender document in soft copy in editable version so as to facilitate the tender document preparation team to ensure the prompt preparation rather than spending most precious time in typing all those huge technical proposal and financial proposal.	Bidders may collect the PDF version of the Bidding Document from the Employer at the address given in the Invitation for Bids.
1.03		Invitation for Bids			<u>Termination of original Package 1 contract with CMC</u>	What are the reasons for termination of the contract between the Employer and CMC? Was the termination from Employer or from CMC?	This information is subject to confidentiality and should have no influence on the bidding process for Package 1 – Head Works (Re-bid).
1.04	I	Section 1 – Instructions to Bidders Section 2 – Bid Data Sheet Section 3 – Evaluation and Qualification Criteria	ITB 13.3 ITB 13.4 Sub-Clause 1.3	1-7 2-2 3-2	<u>Alternative bids and alternative technical solutions</u>	Kindly advise on the following: a) Is it compulsory to submit alternative technical proposal? b) If a bidder submits alternative technical solution / proposal along with bid, can the bidder submit separate price proposal for the alternative solutions? c) Can a bidder submit only one proposal with	a) No – as stated in Section 3, Sub-Clause 1.3.2, an alternative technical solution (RCC dam) shall be submitted "if a Bidder wishes to" do so. b) As stated in Section 3, Sub-Clause 1.3.2, an alternative technical solution shall be submitted as "an alternative Bid in accordance with ITB 13.3 and Sub-Clause 1.3.1 above" – in accordance with Section 1, ITB 13.3 an alternative Bid is to be fully priced.

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						<p>alternative technical solution and price for the same?</p> <p>d) In case both main and alternative proposal are found acceptable to the Employer, how the proposal is selected for implementation?</p>	<p>c) No – bidders are referred to Section 1, ITB 13.3 and Section 3, Sub-Clauses 1.3.1 and 1.3.2.</p> <p>d) Bidders are referred to Section 1, ITB 13.3 and Section 3, Sub-Clauses 1.3.1 and 1.3.2.</p>
1.05	I	<p>Section 1 – Instructions to Bidders</p> <p>Sections 7 &amp; 8 – Conditions of Contract</p>	<p>ITB 27, 29, 32, 34, 37, 41, 43, 44</p> <p>Sub-Clauses 2.1, 4.2, 8.1</p>			<p>What is the estimated time for bid evaluation, issuance of contract award letter, negotiation for signing the contract? When can site be handover for contractor to commence mobilization?</p>	<p>Bidders are referred to the relevant procedures and requirements set out in the Bidding Document, in particular ITB 27, ITB 29, ITB 32, ITB 34, ITB 37, ITB 41, ITB 43 and ITB 44, the provisions concerning the validity of the submitted bids and bid securities, and Sub-Clauses 2.1, 4.2 and 8.1 of the Conditions of Contract.</p>
1.06	I	Section 2 – Bid Data Sheet	ITB 2.1	2-1	<u>Source of funds</u>	<p>a) How is the capital structure of the project, the rate of loans and the reciprocal capital of the investor?</p> <p>b) Has the investor signed credit contracts (Loaned Contracts) with the banks?</p> <p>c) Is the capital now ready for disbursement? How to disburse the capital? (Disbursement reciprocal capital first or disbursing parallel reciprocal capital and loans in proportion).</p>	<p>Bidders interested in examining available information on the capital structure of the project and financing/disbursement arrangements are referred to the Project Administration Manual (PAM) of the Tanahu Hydropower Project which is available on the ADB website.</p>
						<p>Could you please inform us provided or received fund, or amount of fund being awaited to be provided/approved and/or other funds planned to be provided before award of the tender? Could you also inform us about status of the awaited funds?</p>	

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						Amount of Provisional Sums (60,500,000 NRs) and percentage of contingency amount (15% of Bills Nos 1-8) is determined in the "Grand Summary" table. Could you please confirm if any additional amount is secured and the Employer has financial resources in case that there will be need of additional financing beyond the Total Bid Price?	
1.07	I	Section 2 – Bid Data Sheet	ITB 19.3	2-3	<u>Bid Security</u>	Bid Data Sheet ITB 19.2 specifies that the bid security shall be counter-guaranteed by an "A" Class commercial bank of Nepal. We could not find a certified list of "A" Class commercial banks of Nepal. Please clarify and provide the list of accepted "A" Class commercial banks of Nepal.	Bidders are referred to the listing of "Commercial Banks (A Type)" published by the Nepal Rastra Bank.
1.08	I	Section 2 – Bid Data Sheet	ITB 22.1	2-4	<u>Extension of deadline for submission of bids</u>	Request for the time extension for another 1 month for its original deadline i.e. June 9, 2019 since the given time is not sufficient at all for a fresh bidder for such a big project/tender.  Time available for preparation and submission of bid is inadequate. Also the alternative proposal have been permitted in this bid shall need more time for evaluation, preparation and submission. In view of above, we request you to kindly extend the date of submission of the bid by the last six (6) weeks from the present date of submission (09.06.2019) of bid i.e. upto 21.07.2019.	Bidders are referred to Addendum No. 1 which has been issued and in which the deadline for submission of bids has been extended to 07 July 2019.

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1.09	I	Section 2 – Bid Data Sheet	ITB 36.1	2-5	<u>Domestic preference</u>	The domestic preference is set as "not applicable". It is requested that this clause be made applicable as per prevailing rules and practice of ADB funded projects such as Narayanghat-Butwal Road, Regional Urban Developments project (Biratnagar, Bhairahawa, Birgunj), Different project under Kathmandu Upatyaka Khanepani Limited (KUKL) and several other projects running in Nepal.	This provision shall remain unchanged.
1.10	I	Section 3 – Evaluation and Qualification Criteria	Sub-Clause 2.4.1	3-9	<u>Construction experience – contracts of similar size and nature</u>	<p><i>Participation as a contractor, Joint Venture partner, or Subcontractor, in at least two (2) contracts that have been successfully or substantially completed within the last ten (10) years prior to last date of bid submission and that are similar to the proposed works, where the value of the Bidder's participation under each contract exceeded US\$ 100 million or equivalent;</i></p> <p>Request modification of this criterion with the addition of "OR one contract of US\$ 200 million or equivalent".</p> <p><i>The similarity of the Bidder's participation shall be based on the physical size, nature of works, complexity, methods, technology or other characteristics as described in Section 6 (Employer's Requirements).</i></p> <p>We understand that similar nature of works includes dam/barrage/weir etc. in hydropower/irrigation projects.</p>	<p>This provision shall remain unchanged.</p> <p>Bidders are referred to the Employer's Requirements (Specification and Drawings) with respect to the similarity of work experience.</p>

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1.11	I	Section 3 – Evaluation and Qualification Criteria	Sub-Clause 2.4.2 Key activity (i)	3-9	<u>Construction experience – in key activities</u>	<i>The Bidder has achieved successful completion or substantial completion of not less than two (2) concrete gravity dams, with a maximum height above foundation level of not less than 100 m and 80 m respectively, and with a concrete volume of not less than 500,000 m<sup>3</sup> and 250,000 m<sup>3</sup> respectively.</i> Request modification of this criterion to "of not less than 80 m each,".	This provision shall remain unchanged.
1.12	I	Section 4 – Bidding Forms Technical Schedules	Schedule B – Personnel Schedule C – Equipment	4-18 4-23	<u>CVs of key personnel candidates and Equipment ownership documentation</u>	Can we provide ownership document of the equipment and CV of the personnel only after award of the contract? Can you also relax the age of equipment for additional 3 years without disqualifying bidder technical evaluation?  Contractor is planning to buy some of the equipment after the award of the contract. What kind of document will be required for submission in such cases?	Bidders are required to submit with their bids the complete CV of each key personnel position candidate in the format provided in the Bidding Document, ensuring that all the required information is included.  Bidders are similarly required to submit with their bids the complete list of all major equipment proposed for the execution of the Works, together with all the detailed information including the source of each item as required in Form EQU.  Equipment to be purchased after the award of Contract must nevertheless be fully represented in the listing and with all details according to Form EQU in the bid – the current owner (if relevant) and the proposed purchase date should be included in the information given under "Details of Current Commitments".
1.13	I	Section 4 – Bidding Forms Technical Schedules	Schedule C – Equipment	4-23		If the equipment are named as leased or rented, will the lack of rental/lease agreement lead to disqualification from technical round?	Proof of ownership, lease agreement or rental agreement is not required to be submitted with the bid, must nevertheless be submitted at any time thereafter if

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							requested by the Employer.
1.14	I	Section 4 – Bidding Forms Financial Schedules Bill of Quantities	B Work Items Bill No. 4	4-91	<u>Omitted BOQ items</u>	<p>After check the BOQ Bill No.4-Dam and Spillway, it is found that the following items are missing, please clarify how to quote these items: (i) riprap for energy dissipation zone; (ii) shotcrete slope protection Type II; (iii) shotcrete slope protection Type III; (iv) contact grouting for dam; (v) joint grouting for dam; (vi) drain hole, 100 mm diameter.</p> <p>With regard to design of slope protection, type 2 and type 3 shotcrete slope protection are referred and specified in the layout drawing TN-D-C-007 (Dam Area Excavation Layout). On the other hand, type 1 and type 2 shotcrete slope protection are referred and specified in the section drawing TN-STD-C-0001 (Slope Protection Shotcrete &amp; Free Frame). Besides, only shotcrete slope protection type 1 is specified in the Bill of Quantity of the Tender Dossier.</p> <p>Could you please clarify above mentioned discrepancy regarding types of shotcrete slope protection and provide detailed information in terms of application locations of these three types? Could you also inform us how payment of type 2 and type 3 shotcrete slope protection will be realized?</p>	<p>Bidders should prepare their bids based on the items given in the BOQ.</p> <p>Bidders' attention is drawn to the provisions of the Bill of Quantities, Part A (Preamble), sub-paragraph 5.</p> <p>The procedure for introducing further BOQ items for any work, if necessary in accordance with the Contract, during the construction period shall be in accordance with the relevant provisions of the Contract.</p>
1.15	I	Section 4 – Bidding Forms Financial Schedules	D Grand Summary	4-109	<u>Total carried over from Bill No. 6</u>	In the Grand Summary, the Bill No 6- Access Roads is stated "not used". We need clarification from the Owner if Bill No 6 is to be calculated in grand summary or not?	This error has been corrected in the Addendum No. 1 to the Bidding Document, which has been issued to bidders.



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		Bill of Quantities					
1.16	I	Section 4 – Bidding Forms Financial Schedules Bill of Quantities	B Work Items Bill No. 4		<u>Payment for post-tensioned ground anchors</u>	Although the technical information regarding the slope stability prestressed anchor exists in the technical specification, it does not exist in Bill of Quantities and in the tender drawings. We kindly request necessary insertion of this line item in the Bill of Quantities as usage of permanent prestressing anchorage in body excavation and in plunge pool excavation is envisaged.	Bidders are referred to the response to Item 1.14 above.
	II	Section 6 – Employer's Requirements Specification – Part B	Sub-Clause 4.14.13	6B-4-22			
1.17	II	Section 6 – Employer's Requirements Specification – Part A-1	Sub-Clause 1.2	6A-1-1	<u>Inclusion of dam elevators in scope of Works?</u>	Are the equipment and installation of the two elevators inside the dam body within the scope of supply by the contractor?	No –the provision and installation of the elevators in the dam is part of the scope of the Package2 contract.

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1.18	II    III IV  V	Section 6 – Employer's Requirements  Specification – Part A-1  Specification – Part B  Drawings  Supplementary Information – Part C  Section 8 – Particular Conditions of Contract	Sub-Clause 2.1  Sub-Clause 10.8     Table A-1 – Summary of Sections of the Works	6A-1-2  6B-10-58     8-5	<u>Information for piling, anchoring and grouting works</u>	Queries for piling, anchoring and grouting works: i) Geotechnical information along the alignment for assessing the challenges in drilling and identifying the appropriate tools. ii) Clear specifications and limitation for executing the secant pile wall. iii) Specifications of the anchor system, to be adopted for anchoring the secant pile walls. iv) Time schedule for the completion of the secant pile wall on both sides of the river embankment. v) Limits of Deviation and precautionary measures during the execution of secant pile wall. vi) Approach road for the mobilization of the equipment to the dam site.	i) Bidders are referred to the information provided in the Specification (Volume II), the Drawings (Volume III) and in the Supplementary Information: Part C (Geology) (Volume IV). ii) Bidders are referred to Specification Part B, Sub-Clause 10.8. iii) – ditto – iv) Bidders are referred to the Completion Dates of the identified Sections of the Works in Table A-1 (Summary of Sections of the Works) in the Particular Conditions of Contract. v) – ditto – vi) Bidders are referred to Specification Part A-1, Sub-Clause 2.1.
1.19	II    V	Section 6 – Employer's Requirements  Specification – Part A-1    Section 9 – Contract Forms	Sub-Clause 2.1.2.3    Interface Schedule	6A-1-4	<u>Completion of land acquisition in time for handover of Site; completion of tunnel and access road works by Package 2 contractor by planned interface date</u>	a) How is the process of land compensation and site clearance, making access roads and access tunnels (within the scope of work of Package 2). Will they complete their activity which is likely affect the mobilization of Package 1? b) During the site visit we found that Package 2 contractor had very less progress. They are responsible for access road on left as well as right and also the access tunnel which will affect the work of Package 1. Can you please provide the program schedule of Package 2 so that we will prepare schedule for Package 1 accordingly?  Would you please inform us all milestones	The land acquisition process has been already completed.  The access road works and the Approach Tunnel are to be carried out by Package 2 contractor, and he will soon be starting these works in order to achieve the target without further delay. It is currently expected that this Contract will be awarded by October 2019.  Any delay and/or loss to the Contractor caused by a failure of the Package 2 contractor to achieve the level of completion of these works by the time required by the Contractor under this Contract will be dealt with in accordance with the relevant provisions of the Contract.

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						<p>ofPackage 2, as access roads under the scope ofPackage 2 affect in terms of either in terms of either commencement of the works or erectionperiod of cable crane and all connected activities?</p> <p>It is mentioned in Article 2.1.2.3 Access Roads/Tunnels to be constructed by the Employer of Section 6 - Employer's requirements: Part A - General Specifications that the preparatory works roads which are specified in 7 topics/items will be completed before the commencementof the works. Could you confirm if all those itemswill be completed before the CommencementDate; and otherwise, the contractor may give notice to the Engineer and may be entitled subject to Sub-Clause 20.1 [Contractor's Claims] if the Contractor suffers delay and/or incurs cost due to non-completion of those preparatory works roads?</p>	
1.20	II	Section 6 – Employer's Requirements Specification – Part A-1	Sub-Clause 2.3.2	6A-1-10	<u>Electrical power supply at Site</u>	<p>Please provide the parameters such as the cross-sectional area of the 11 kV transmission line from the powerhouse to the headworks for us to review its current carrying capacity.</p> <p>Please provide the electrical main connection diagram on the plant side.</p>	<p>The 11 kV transmission line comprises a 100 mm<sup>2</sup>ACSR dog conductor.</p> <p>Bidders are referred to Specification Part A-1 (General Requirements), Sub-Clause 2.3.2.</p>
1.21	II	Section 6 – Employer's Requirements Specification – Part A-1	Sub-Clause 2.3.2	6A-1-10	<u>Electrical power supply at Site</u>	<p>According to the tender documents, the headworks site 11/33 kV transformer is placed at the camp site substation, which shall be provided by the owner and not within the scope of this contract. Please confirm.</p>	<p>This is confirmed.</p>
1.22	II	Section 6 –	Sub-Clause 2.3.2	6A-1-10	<u>Electrical power</u>	<p>Contractor is responsible to supply power to</p>	<p>The maximum permissible power demand</p>

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		Employer's Requirements Specification – Part A-1			<u>supply at Site</u>	Package 2 contractor in Main Dam site, but the maximum power demand shall not exceed 3.5 MVA. Can you please suggest what might be the power demand of Package 2 in Main Dam site? Is it possible for contractor to arrange camps and facilities on the right bank near the bridge? It may be not enough space if we only be allowed to arrange camps and facilities in the left bank?	originating from the NEA network shall not exceed 3.5 MVA for Package 1 Contractor. The camps and facilities are located on the left bank of Seti river.
1.23	II	Section 6 – Employer's Requirements Specification – Part A-1	Sub-Clause 2.5	6A-1-20	<u>External and work area lighting (temporary works)</u>	For the illumination requirement, the owner stipulates the minimum illumination requirement, and the minimum illumination value stipulate in the table shall be met. The minimum illumination level requirement is too rigorous, and it will result in a too dense lamp arrangement. Compared to other projects of the same scale, the average illumination value is used to the lighting system design. It is recommended to change the minimum illumination to the average illumination.	This provision shall remain unchanged.
1.24	II	Section 6 – Employer's Requirements Specification – Part A-1	Sub-Clause 3.2	6A-1-22	<u>Employer's and Engineer's Sub-Office</u>	"Employer's and Engineer's sub-office" is within the scope of this section. The outline of the civil structure and layout of this part are not shown in the drawing.	Bidders are referred to the design, submission, approval and construction obligations and procedures set out in Specification Part A-1 (General Requirements), Sub-Clauses 3.1 and 3.2.1, and the layout and dimension information provided in Sub-Clause 3.2.3.
1.25	II	Section 6 – Employer's Requirements Specification – Part A-1	Sub-Clause 5.3.4	6A-1-50	<u>Quarries and borrow areas</u>	Bidder intend to use soil and clay as the material for the coffer dam. Could you please let us know about the location and permission for the quarry for mentioned material?  After visual inspection and based on Borehole B1, the proposed location of quarry in dam site area, as suggested from	Bidders are referred to Specification Part A-1 (General Requirements), Sub-Clause 5.3.4.

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						bidding document looks very good, However, since aggregate will drastically change the project cost, we would like to confirm if Employer takes the responsibility if the big parts of materials excavated from the quarry site has low quality or if does not satisfies for making aggregate?	
1.26	II	Section 6 – Employer's Requirements Specification – Part A-1	Sub-Clause 5.6.2	6A-1-60	<u>Training</u>	What is the number of Employer's Engineer who needs to be trained?	The Engineer will confirm to the Contractor the number of trainees, based on the Employer's actual requirements, during the course of execution of the Works. Bidders should note that payment for formal training sessions is under a Provisional Sum.
1.27	II III	Section 6 – Employer's Requirements Specification – Part A-2 Drawings	Sub-Clause 10.1.4	6A-2-3	<u>Adjustments to layout of major structures, design codes</u>	a) Is the dam axis allowed to adjust (rotate, change turning angle)? b) Is diversion tunnel site allowed to adjust? c) Norms, design standard: for item of the work except main dam, auxiliary dam can be applied with US standards and calculations guideline?	a) Bidders are referred to Specification Part A-2 (Contractor's Design and Drawings), and in particular Sub-Clause 10.1.1 [Scope of Work]. b) – ditto – c) Bidders are referred to Specification Part A-2, Sub-Clause 10.3 [Design Methods, Codes and Standards].
1.28	II	Section 6 – Employer's Requirements Specification – Part A-2	Sub-Clause 10.1.4.4	6A-2-3	<u>Design changes to energy dissipation structures</u>	Is it possible from the contractor to propose a change of design for energy dissipation structure behind spillway?	The final layout and details of the plunge pool works and the Downstream Auxiliary Dam will be notified to the Contractor based on the results of the physical hydraulic model tests to be conducted by the Employer.

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1.29	II	Section 6 – Employer's Requirements Specification – Part A-2	Sub-Clause 10.6.1.4	6A-2-20	<u>Concrete classes</u>	The concrete grades indicated in each part of the bill of quantities are different. Which stipulation should apply? In addition, what the strength of the concrete classes in the bill of quantities indicated are based on, the cube strength or the cylinder strength?	Bidders are referred to Specification Part A-2, Sub-Clause 10.6.1.4 for the classes of concrete to be used in various locations with the corresponding characteristic test cube and cylinder strengths. The classes of concrete, with corresponding maximum aggregate sizes, are given in Specification Part B, Sub-Clause 10.1.5. Second stage concrete is class C30-19 – the BoQ has been corrected accordingly in Addendum No. 1.
1.30	II	Section 6 – Employer's Requirements Specification – Part A-2	Sub-Clause 10.6.2.3	6A-2-23	<u>Seismic loading</u>	Please clarify when the "Seismic Hazard Assessment" was made, on which the seismic acceleration was based.	The Seismic Hazard Assessment was carried out by the Employer in June 2016. Bidders are referred to Specification Part A-2 (Contractor's Design and Drawings), Sub-Clause 10.4.2.4.
1.31	II	Section 6 – Employer's Requirements Specification – Part B	Sub-Clause 9.3.4	6B-9-17	<u>Method of consolidation Grouting</u>	It is not mentioned in the Tender Documents how consolidation grouting will be executed in the dam body sides/slopes. Could you please clarify how and via from where the consolidation will be executed?	Bidders are referred to Specification Part B (Technical Specification), Sub-Clause 9.3.4 [Grouting].

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1.32	II	Section 6 – Employer's Requirements Specification – Part B	Sub-Clause 10.1.5 Sub-Clause 10.2.2	6B-10-2 6B-10-8	<u>Permitted fly ash content</u>	Could you please inform us the fly ash ratios for the concrete grades mentioned in the "Article 10.1.5. Composition" of "Section 6 - Employer Requirements - Part B-Technical Specifications - Chapter 10, Concrete"?	The Employer has conducted alkali aggregate reaction tests with fly ash replacement ratios of 0%, 20% and 30% of cement by mass, and a fly ash replacement ratio of 40% for the C17-76 inner mass concrete may also be considered. Bidders are referred to Specification Part B, Sub-Clause 10.3.5, sub-paragraph (5). If the Contractor proposes to use fly ash he shall conduct verification tests with relevant replacement ratios in accordance with ASTM C227 and the aggregates from all the proposed sources to prove that the expansion ratio remains within the permissible range.
1.33	II	Section 6 – Employer's Requirements Specification – Part B	Sub-Clause 10.1.5	6B-10-2	<u>Maximum aggregate size in mass concrete</u>	Maximum aggregate diameter up to 150 mm is common practice according to ACI 207.1R-05 standards, in order to remove thermal deficiencies which may arise in the mass concrete. However, considering the projects worldwide, generally maximum aggregate diameter of 120 mm is used; so that required strength/durability is provided with less cementitious material. 73-mm aggregate diameter is generally used in RCC dam design. Will the aggregate diameter be increased according to ACI standards especially in the section identified as "inner concrete", in this project?	Bidders shall prepare bids in accordance with the requirements of Specification Part B (Technical Specification), Chapter 10 [Concrete]. If the Contractor wishes to propose the use of a maximum size of aggregate (MSA) of 120 mm for the C17 inner mass concrete, he shall be required to provide verification and references demonstrating to the satisfaction of the Engineer that he is able to satisfactorily control the segregation of the mass concrete. For all other classes of concrete the MSA values in the Specification shall be applied.

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1.34	II	Section 6 – Employer's Requirements Specification – Part B	Sub-Clause 10.3.4	6B-10-17	<u>Temperature of concrete</u>	Although pouring temperature is specified as 25°C for mass concrete, it is important that pouring temperature shall be approximately 20°C for thermal crack control and for reaching target temperature of joint grouting according to the standards and general applications. We kindly request making necessary amendment with decreasing the pouring temperature to 20°C, as this revision is a technical necessity.	The actual limit of placing temperature shall be determined on the basis of the detailed thermal studies using a 3D finite element method, as stipulated in Specification Part B, Sub-Clause 10.7.6. The actual required placing temperature may also vary between locations in the dam and with the time of the year.
1.35	II	Section 6 – Employer's Requirements Specification – Part B	Sub-Clause 14.1.3	6B-14-1	<u>Permanent works illumination levels</u>	Another illuminance level table is listed in 14.1.3 of Vol II, which is inconsistent with section-2.5. Please clarify.	The illumination requirements specified in Part A-1, Sub-Clause 2.5 are related to temporary works requirements. Those specified in Part B Sub-Clause 14.1.3 are the permanent works illumination levels.
1.36	III	Section 6 – Employer's Requirements Drawings			<u>Approach tunnel</u>	Please provide us the cross section, longitudinal section, and plan section of approach tunnel to diversion tunnel intake so as to prepare vehicle planning for Package 1.	The planned cross section of the Approach Tunnel is as an inverted D shaped tunnel of size 5 m x 5.7 m.
1.37	III	Section 6 – Employer's Requirements Drawings			<u>Upstream cross tunnel</u>	Please provide us the cross section, longitudinal section, and plan section of cross tunnel (upstream of diversion tunnel).	The planned cross section of the cross tunnel is as an inverted D shaped tunnel of size 5 m x 5.7 m.



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1.38	III	Section 6 – Employer's Requirements Drawings			<u>Details of reservoir slope protection works</u>	<p>In the Bill No. 5 slope protection of the reservoir is to be carried out at places like Bhimad, Wantan Khola, Badarkuna, Phedi Khola Tittuwa. Please provide us plan, location and boundary of protection work.</p> <p>There is no approach road shown in any drawings for above mentioned locations of slope protection. How will contractor mobilize in these locations? Who will be responsible for construction of access road in these areas? Where is its quantity in BOQ? Where is its layout plan in the drawings?</p> <p>Also is it possible to provide the design and drawings of the slope protection work?</p>	<p>Bidders are referred to Specification Part A-2 (Contractor's Design and Drawings), Sub-Clause 10.1.3 [Component Activities of Detailed Design Work], sub-paragraph (e) – detailed design of the Permanent Works shall include hydraulic analyses over the entire range of potential hydrological conditions during the project lifetime in order to determine the dimensions and details of the slope stabilisation and erosion protection works within the reservoir area and along the banks of the river downstream from the main dam.</p> <p>Final locations and types of slope stabilisation/protection works will be agreed following these analyses. Quantities of work to be executed will be determined from the Contractor's subsequent detailed designs.</p> <p>Provision of the related construction access shall be the responsibility of the Contractor.</p>
1.39	III  IV	Section 6 – Employer's Requirements Drawings  Supplementary Information – Part C	Drawings Nos TN-D-GEO-003 TN-DC-009 TN-DC-015		<u>Geological section at dam site</u>	<p>TN-D-GEO-003 stipulates that the rocks at the dam site can be divided into CL, CM, CL, D grades, and the approximate depth of each class of rock is indicated in the drawings, while the drawing TN-DC-009, TN-DC-015 only indicates a rock boundary line - "ASSUMED ROCK SURFACE", which is inconsistent with the figure TN-D-GEO-003; and between TN-DC-009 and TN-D-GEO-003 they are also contradictory. Please specify which drawing should be used for the dam design.</p>	<p>Bidders are referred to the borehole logs included in Supplementary Information, Part C (Geology) in Volume IV of the Bidding Document, from which they may estimate the approximate depth of the different rock types at the dam site.</p>

No.	Volume	Section / Part	Clause/Schedule/Bill Item	Page	Subject	Clarification Requested	Response
1.40	IV	Section 6 – Employer's Requirements Supplementary Information – Part B			<u>Reservoir, river flow and rating curves</u>	In order to provide alternative design and calculation for bids, please provide additional documents about: i) Volume-Depth-Area (W-Z-F) relationship line chart of the reservoir. ii) Flood process line corresponds to the frequency of years: 2, 5, 10, 20, 50, 100, 200, and 500. iii) The rating curve or Q-Z relation chart at area of upstream diversion tunnel intake. iv) The rating curve or Q-Z relation chart at area of downstream diversion tunnel outlet. v) Monthly flow in river and flow in dry season according to the frequency of years.	Bidders are referred to Supplementary Information, Part B (Meteorology and Hydrology) in Volume IV of the Bidding Document for information on available hydrological and meteorological data.
1.41	V	Sections 7 & 8 – Conditions of Contract	Sub-Clause 6.5	31 8-2 8-26	<u>Working outside normal working hours</u>	Contractor needs to carry out two more shifts outside the working hour for critical activities such as diversion tunnel from Jan-Oct 2020 to Apr 2021, main dam concrete from April 2021 to May 2024 and auxiliary dam from Jan 2021 to Sep 2022. Therefore is it possible for Engineer to mobilize its staff for supervision outside the working hour? If yes who will be responsible for their overtime payment?	There can be no blanket approval of multiple shift working for work which is not normally performed by multiple shifts (such as tunnel construction). If a bidder is convinced that he can only achieve the target dates if certain identified individual activities (which are not normally performed in shifts) are executed by multiple shift working, he should submit that specific request with a justification, based on actual programming, in writing. The contractual key dates have been developed based on a reasonable estimate of achievable progress rates while complying with the contractual limitations on working hours.

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1.42	V	Sections 7 & 8 – Conditions of Contract	Sub-Clause 8.7	40 8-3 8-32	<u>Delay Damages</u>	<p>"(a) the contractor has failed to comply with Sub-Clause 8.2 with respect to a Section of the works,</p> <p>(b) in the opinion of the Engineer the default described in (a) would not necessarily result (i) directly in any additional costs or material loss to the Employer or (ii).... Then the delay damages paid in accordance with (c) will be returned to the Contractor except for a deduction in the value, as determined by the Engineer, of any costs or material loss incurred by the Employer as a result of the default described in (a)."</p> <p>The descriptions in paragraph (b) and last paragraph are inconsistency. Since the delay does not result in any additional costs or material loss to the Employer, when the delay damages is returned, no any deduction from the same return shall be applicable. Please confirm.</p>	These provisions shall remain unchanged.
1.43	V	Sections 7 & 8 – Conditions of Contract	Sub-Clause 13.5	50 8-3 8-37	<u>Provisional Sums</u>	<p>In Contract Data 13.5 (b) (ii): Provisional Sums 5% (with the exception of the Provisional Sum item for the Employer's portion of the cost of the Dispute Board). The clause provides that the percentage of the Contractor's overhead charges and profit shall be 5%, which, according to our experience, is insufficient to cover the bidder's actual expenses, Please increase it to 10%.</p>	In the specific situations covered by sub-paragraph (b), 5% is a reasonable value. This provision shall remain unchanged.

No.	Volume	Section / Part	Clause/Schedule/Bill Item	Page	Subject	Clarification Requested	Response
1.44	V	Sections 7 & 8 – Conditions of Contract	Sub-Clause 14.9	8-43	<u>Payment of Retention Money</u>	<p>When the Taking-Over Certificate has been issued for the whole of the works the first half of the Retention Money shall be certified by the Engineer for payment to the contractor. As for the half of the Retention Money, is it possible to be also released by providing Performance Security or Retention Money Guarantee?</p> <p><i>"When the taking-over Certificate has been issued for the Works, the first half of the Retention Money shall be certified by the Engineer for payment to the Contractor....."</i></p> <p>On issuing of Taking Over Certificate, whether the second half of the Retention Money can be replaced by a bank guarantee in the same amount of the Retention Money?</p>	No – Conditions of Contract Sub-Clause 14.9 shall remain unchanged.

No.	Volume	Section / Part	Clause/Schedule/Bill Item	Page	Subject	Clarification Requested	Response
1.45	V	Sections 7 & 8 – Conditions of Contract	Sub-Clause 14.16	8-44		<p>"(f) <i>Locally manufactured goods procured directly from the manufacturer for execution of the Works shall be exempted from excise duty and VAT, provided that payment for such goods is made in foreign convertible currency through a local bank.</i>"</p> <p>According to our investigation, the excise duty and VAT exemption for locally manufactured goods procured directly from the manufacturer for execution of the works is not shown in the relevant acts of Nepal. Please Confirm.</p> <p>Beside it is said that the Central bank of Nepal stipulates that enterprises in Nepal are not allowed to use foreign currency to make payment but only the Nepalese Rupee shall be used. Please clarify this Clause.</p>	This provision shall remain unchanged.