



འབྲུག་གློག་མེ་ལས་འཛིན།
Bhutan Power Corporation Limited
(An ISO 9001:2015, ISO 14001:2015 & ISO 45001:2018 Certified Company)
Registered Office, Thimphu
Thimphu : Bhutan



108A/TCD/BPC/2022/33

January 24, 2025

To,

Prospective bidders

Subject: Supply of towers and erection, testing and commissioning of one no. 220 kV Double Circuit Transmission line from Pothead Yard of Chukkha Power House in Chukkha to upcoming substation at Jamjee, Thimphu (approximately 35 km). (BPC/TS/TCD/2022/TENDER-01)

Dear Sir,

Please find enclosed herewith Addendum No. 1 to subject cited tender pursuant to the clarification sought by prospective bidders, the pre-bid conference convened on January 24, 2022 and BPC's assessment of the tender / project requirements along with the clarifications and some documents.

Kindly acknowledge the receipt and all the best.

Thanking you,

Yours sincerely,

(Shamsheer Pradhan)
General Manager

Copy to:

1. Director, Transmission Services, BPC, Thimphu for kind information.
2. General Manager, ERD, STS, BPC, Thimphu for information.
3. Project Manager, TPO, TCD, TS, BPC, Olakha, Thimphu for information.

Address:

Transmission Construction Department,
Transmission Services,
Bhutan Power Corporation Ltd.,
Thimphu : Bhutan

Telephone / Email / Website:

Phone: +975- 2-330176 (Direct)
Phone: +975-2-325096 (Ext: 200)
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Website: www.bpc.bt

Registered Office:

Bhutan Power Corporation Ltd.,
PO Box: 580,
Thimphu : Bhutan

**Addendum No. 1 to Supply of towers and erection, testing and commissioning of one no. 220 kV Double Circuit Transmission line from Pothead Yard of Chukkha Power House in Chukkha to upcoming substation at Jamjee, Thimphu (approximately 35 km)
(Tender No. BPC/TS/TCD/2022/TENDER-01)**

Preamble

This Addendum no. 1 to the above bid is being issued pursuant to the clarifications sought by some of the Bidders, the online pre-bid conference held on January 24, 2022 as well as to address any other inconsistencies in the tender documents based on BPC's own assessment of the same. The replies to queries received from the Bidders till the deadline for receipt of queries (including the queries furnished by Bidders during and prior to the pre-bid conference) are enclosed as Appendix to the main text of this Addendum. *In case of any discrepancies between the Appendix and this Main Text, the provisions of this Main Text govern.*

This is a time bound project of National Significance and its timely completion is of paramount importance. The work methodology adopted by the successful bidder shall take into account the completion period. All the necessary clearances and documents shall be made available to the successful bidders upon signing of the Contract Agreement for expeditious mobilization and implementation of the work. There shall be no changes in any deadlines.

Some of the points are reiterated in this Addendum to particularly draw the attention of the Bidders. Bidders are advised to note the same and ensure compliance to the tender requirements.

A. SUMMARY OF CLARIFICATIONS / AMENDMENTS

1. Submission of electronic bid shall be accepted and the same shall be submitted within the time as per the ITB / BDS. Electronic Bid shall be password protected and link shall be emailed to shamsherpradhan@bpc.bt / splele2020@gmail.com. The password shall be shared only during the time of bid opening. In case of submission of electronic bid, hard copy need not be submitted.

However, Bid Security in original have to be submitted.

2. Completion period is 18 months from the date of commencement of the works and the date of commencement is the date of Signing of the Contract Agreement.
3. The entire tower and foundation designs are in the scope of Employer. The Employer shall provide engineering documents to the successful bidder / Contractor along with structural drawings and foundation drawings. However, the shop drawings shall be prepared by the Contractor for mass fabrication.

As clearly stated in the tender specifications, the tower and foundation designs are not in the Scope of the Contractor and thus the reference to such design issues in the specifications does not apply to this tender. For example, the values of standard tested tower design parameters in the specification as well as values for soil stratification for foundation purposes are part of the general standard specifications of the Employer, which are applicable only, if the tower and foundation design are in the Scope of the Contractor. Similarly, based on the final soil investigation to be



carried out by the Contractor and approved by the Employer, the foundation designs would be made available to the Contractor.

4. Any deviations to the tender provisions / specifications shall be clearly brought out by the Bidder in the Schedule of Deviation (Schedule 8-1-2) and only such deviations, which are listed by the Bidder in the Schedule of Deviation would govern, irrespective of whether the Bidder takes any deviation elsewhere in the offer. Bidders are once again advised to note this requirement and ensure compliance. Except for such deviations which are listed in the Schedule of Deviation by the Bidder, the Bidder's offer will be interpreted as conforming to Employer's interpretation of the requirements of Employer's tender documents without exception.
5. Preamble to Price Schedule is amended to cater to the following requirements and attached.

Regarding the Right of Way, way leave clearance, tree-cutting etc., it is reiterated that all the works associated with the same are in the scope of the Contractor, as clearly stated in the Preamble to Price Schedule. The Employer will arrange only for necessary approvals / permits from the relevant authorities for obtaining the Right of Way (including any compensation to be paid to third party for obtaining such Right of Way) under the transmission line corridor only. In respect of tree-cutting, all the physical works for tree-cutting are in the scope of the Contractor, except transportation of the felled trees. The Contractor shall, however, clear line routes of tree and bushes to such an extent as will permit erection of the tower / line and their safe operation at no additional cost to Employer. Transportation of the felled trees will be the responsibility of the concerned agency.

6. It shall also be noted that all costs associated with temporary access (including any compensation to third parties towards the same) to the transmission line corridor or any other mode of erection / stringing like use of helicopter etc. are to be borne by the Contractor. The Employer shall only assist in getting the approvals from relevant agencies for helicopter use, if so requested by the Contractor. However, failure to get such approvals shall not relieve the Contractor of its contractual obligations whatsoever. The unit rates in the Contract Price Schedule shall govern irrespective of the methods finally adopted for such works. There shall be no additional cost implications to Employer, irrespective of the methods used/ required to be used by the Contractor and grant or otherwise of the statutory approvals for the proposed methods.
7. All construction material, like cement and reinforcement bars, shall be sourced only from within Bhutan and no reimbursement of taxes for the same would be applicable. Only under exceptional circumstances like non-availability of such material from local suppliers, would the contractor be allowed to import the same. In such a case, the Contractor would be entitled for reimbursement of any Bhutan Sales Tax (BST) and Customs Duty (CD) paid by the Contractor in Bhutan for such import. Such import would be only on explicit approval by the Employer, based on the documentation provided by the Contractor along with reasons (and the supporting documents thereof) and critical review of the same.



8. Three (3%) percent foreign contractor tax (FCT), a statutory levy of the Royal Government of Bhutan is applicable for both the supply and erection.
9. Bidders shall note about the provisions of applicability of BST / CD and the treatment in case of change in the BST/CD rates during the execution of the Contract, as clearly spelt out in the Instructions to Bidders (Section 1 clause 13.4). The nodal agency of BST / CD is Department of Revenue and Customs. It shall be noted that changes to tax rates for Business Income Tax / Tax Deduction at Source / Personal Income Tax etc. would not entail any additional payment to the Contractor.
10. As per Clause 7 (Erection equipment), Chapter-10, Section-4 (Part-II), Vol-II, Page 5 of 6, Hand Operated Compressor; Portable earthing kit; Comealong Clamp for conductor; Dead-end stocking for conductor and Midspan stocking for conductor required to be supplied free of cost. Two set of each shall be handed over to employer in brand new condition.
11. Format for Bid Security and signed Integrity Pact by BPC to be submitted along with the Bid is enclosed to this Addendum. It is a prerequisite, for any bid to be responsive, that the Bid Security shall be from a Bank / Financial Institution in Bhutan.
12. Volume II in the footer of Section 4 stands corrected to Volume I.
13. Scope of the work under supply is supply of towers and associated materials as per the Schedule 1 of Price Schedule and supply of foundation materials as per the specifications / drawings.
14. Requirement of painting of towers shall be decided as per the Civil Aviation requirement and payment shall be made as additional item at analyzed rate.
15. 400 kV in Coloumn-5 of Table in Schedule-8.4(B), Section-8, Volume I stands corrected to 220 kV or higher voltage class Transmission line in Hilly area experience required.

All the relevant clauses in the Bid documents stand amended appropriately to take into account the above.

B. General

- (a) The detailed replies to the queries received from the Bidders are enclosed as Appendix to this main text.
- (b) This addendum consists of the following:
 - (i) This Main Text.
 - (ii) Amended Preamble to Price Schedule.
 - (iii) Format for Bid Security and signed Integrity Pact by BPC.
 - (iv) Replies to Bidders' Queries (Appendix).
 - (v) kmz file of the transmission line route.

All the above form part of the bid documents.



PRICE SCHEDULES

Preamble

1. The Contract is of “Item Rate–Turnkey” nature and includes the definitive engineering, and design that shall ultimately define actual quantities of work.

The provisional quantities of various tower materials, foundations, check survey to the extent required , etc. for the proposed line are given in the price-schedule. However, the quantities may vary consequent to actual execution of the work. The payment shall be made for the actual quantities used for various items. The Contract Price shall be adjusted for the actual and correct quantities as executed and duly approved by the Employer on the basis of the proposed all inclusive unit rates to arrive at the final Contract Price. Wherever no quantity is given against any item in the Schedule of Prices, a rate shall nevertheless be entered against that item. This rate shall be used, in case the item is required to be used during actual execution of the contract.

It shall be a condition of this contract that the all-inclusive rates quoted in Schedule of Rates / Prices shall not be varied for reasons of change in respective quantities. The only exception shall be the items where variation is allowed in the conditions, and this shall be done in accordance with the conditions. Further, it shall also be an important condition of this contract that there shall not be any change in Unit Rates of items consequent to revision of labour rates by the Government of Bhutan.

2. The supply rate against each item shall be an all-inclusive rate, and be inclusive of engineering, manufacture, supply, freight, landing, insurance. The Bidder shall indicate the all-inclusive rate separately for each item. Further, the all-inclusive unit rates shall be on FAS (Free-At-Site) basis inclusive of ex-works price, packing and forwarding charges, railway freight, transport charges to actual work site, storage where necessary, charges for transit insurance, insurance of material/ goods at site, pandemic related costs, etc.. Bidder shall indicate Bhutan Sales Tax (BST) and Customs Duty (CD) applicable on the item separately.
3. All items of work specified in the specifications may not have been included in the price-schedule. The items of work not specifically called for in the Schedules are deemed to have been covered under the items called for, to leave the works complete, as per the specifications. The rate quoted by the Contractor shall be deemed to be all-inclusive, to cover the smaller items specified / normally required but not separately called for in the Price-Schedule.
4. In addition to the points stipulated / highlighted in these clauses, all the conditions mentioned in the specifications, pertaining to measurement of quantities and unit rates of scheduled items, shall apply.
5. During the execution of Works the Employer shall be within his rights to instruct the Contractor for the immediate execution of extra work without waiting for the sanction



/ approval of the extra item rate. Extra item rates shall be derived from the tendered rate for similar items of work where such rates exist. Only where this is not possible, other methods for deriving unit rates for such additional works shall be adopted and these would normally be based on joint observation of cost as recorded and payment shall be made on the basis of quotation or the actual observed cost plus 20% (twenty percent) towards Contractor's overheads & profit, whichever is less.

6. The measurement of quantities shall be in terms of the executed quantities of supply and works at the rates indicated in the Price Schedules.
7. The rates under item 'Survey' will not include acquisition of right of way and payment of compensation thereof but include forest clearance, tree cutting, check survey thereon, submission of survey map as per the technical specifications.

Same rate shall be applicable for re-survey of the section already surveyed, if the re-survey has been done at the instance of the Employer, and not due to fault of the contractor. The payment for re-survey will be admissible only if previous survey had been finally done in detail in accordance with the approved alignment and all plans and profiles had been prepared and submitted to the Employer and approved by him.

The payment for survey will be made only after the Employer has accorded the approval to the survey work.

The rates for excavation, supply of reinforcement steel and concreting, shall be deemed to include execution of all items mentioned in the specifications like earth work for casting of foundations, back filling, compacting, leveling, de-watering etc., cost of all materials for concreting, forming including form boxes, casting concrete, curing and also cost of all materials related with the item. It also includes cost of shoring and shuttering wherever used.

Unit rates for reinforcement shall include supply, cutting, bending, tying, properly placing, providing lap and every other work needed for casting of the concrete, as specified.

The cost of bush clearance and tree cutting to obtain adequate Line of Sight, ROW and Way Leave Clearance shall be included in the associated activities. No separate payment shall be made for the bush clearance and tree cutting.

8. In case of any discrepancy between this Preamble to Price Schedule and provisions elsewhere in the tender documents, the provisions under this Preamble govern.



FORM OF BID SECURITY (BANK GUARANTEE)

WHERE AS, _____ ----- *[Name of Bidder]* (hereinafter called "the Bidder") has submitted his bid dated _____ *[Date]* for the construction of _____ *[Name of Contract]* (hereinafter called "the Bid").

KNOW ALL MEN by these presents that We _____ *[Name of Bank]* of _____ *[Name of Country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ *[Name of Employer]* (hereinafter called "the Employer") in the sum of _____ for which payment well and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid; or
- (2) If the Bidder does not accept the correction of arithmetical errors of his bid price in accordance with the Instructions to Bidders; or
- (3) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____ or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.



DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

(Signature, Name and Address)

A handwritten signature in blue ink, appearing to be "L. Chen", with a stylized flourish underneath.

SAMPLE

INTEGRITY PACT

1 General:

Whereas, **Shamsher Pradhan, General Manager, TCD** representing the **Bhutan Power Corporation Ltd. (BPC)** , hereinafter referred to as the “**Employer**” on one part, and _____ representing

as the other part hereby execute this agreement as follows:

This agreement should be a part of the tender document, which shall be signed by both the parties at the time of purchase of bidding documents and submitted along with the tender document. This IP is applicable only to “**large**” scale works, goods and services, the threshold of which will be announced by the government from time to time. The signing of the IP shall not apply to framework contracting such as annual office supplies etc.

2 Objectives:

Whereas, the Employer and the Bidder agree to enter into this agreement, hereinafter referred to as IP, to avoid all forms of corruption or deceptive practice by following a system that is fair, transparent and free from any influence/unprejudiced dealings in the **bidding process¹** and **contract administration²**, with a view to:-

- 2.1 Enabling the Employer to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods or services; and
- 2.2 Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices

3. Scope

The validity of this IP shall cover the bidding process and contract administration period.

4. Commitments of the Employer:

The Employer Commits itself to the following:-

- 4.1 The Employer hereby undertakes that no official of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or

¹ Bidding process, for the purpose of this IP, shall mean the procedures covering tendering process starting from bid preparation, bid submission, bid processing, and bid evaluation.

² Contract Administration, for the purpose of this IP, shall mean contract award, contract implementation, un-authorized sub-contracting and contract handing/taking over.



any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process and contract administration.

- 4.2 The Employer further confirms that its officials has not favored any prospective bidder in any form that could afford an undue advantage to that particular bidder in the bidding process and contract administration and will treat all Bidders alike.
- 4.3 Officials of the Employer, who may have observed or noticed or have reasonable suspicion shall report to the head of the employing agency or an appropriate government office any violation or attempted violation of clauses 4.1 and 4.2.
- 4.4 Following report on violation of clauses 4.1 and 4.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the Employer and such a person shall be debarred from further dealings related to the bidding process and contract administration.

5 Commitments of Bidders:

The Bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of the bidding process and contract administration in order to secure the contract or in furtherance to secure it and in particular commits himself/herself to the following :-

- 5.1 The Bidder shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process and contract administration, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding process and contract administration.
- 5.2 The Bidder shall not collude with other parties interested in the contract to manipulate in whatsoever form or manner, the bidding process and contract administration.
- 5.3 If the bidder(s) have observed or noticed or have reasonable suspicion that the provisions of the IP have been violated by the procuring agency or other bidders, the bidder shall report such violations to the head of the procuring agency.

6 Sanctions for Violation:

The breach of any of the aforesaid provisions shall result in administrative charges or penal actions as per the relevant rules and laws.

- 6.1 The breach of the IP or commission of any offence (forgery, providing false information, mis-representation, providing false/fake documents, bid rigging, bid steering or coercion) by the Bidder, or any one employed by him, or acting on his/her behalf (whether with or without the knowledge of the Bidder), shall be dealt



with as per the terms and conditions of the contract and other provisions of the relevant laws including Debarment Rules.

6.2 The breach of the IP or commission of any offence by the officials of the procuring agency shall be dealt with as per rules and laws of the land in vogue.

7. Monitoring and Administration:

7.1 The respective procuring agency shall be responsible for administration and monitoring of the IP as per the relevant laws.

7.2 The bidder shall have the right to appeal as per the arbitration mechanism contained in the relevant rules.

We, hereby declare that we have read and understood the clauses of this agreement and shall abide by it.

The parties hereby sign this Integrity Pact at _____
on _____.

A green Bhutanese postage stamp with a circular emblem and the word 'BHUTAN' at the bottom. A blue ink signature is written over the stamp.

EMPLOYER

(Shamsher Pradhan)

A green Bhutanese postage stamp with a circular emblem and the word 'BHUTAN' at the bottom.

BIDDER/REPRESENTATIVE

.....

Witness: _____

Witness: _____

Appendix to Addendum No. 1


Replies to Bidders' Queries

The replies to only those queries, which are received in writing/email, are being provided herein. In case of any discrepancy between these replies and the main text of the Addendum, the provisions of the Main Text govern.

Query from Bidder A

Sl. No	Query from Bidder	Clarification from Employer
1	<p><u>Taxes on Cement / Reinforcement Steel (Civil Work Materials)</u></p> <p>Consider a case, where civil work materials like Cement, Re-bar, Aggregates....etc., not easily available in Bhutan during contract execution due to scarcity / change of govt. policy..etc.</p> <p>In this situation, we understand that bidders will be allowed to import the required civil materials from outside Bhutan and all kind of Custom & Import duties, Bhutan Sales Tax & other levies paid by contractor on these imported materials will be reimbursed by Employer.</p> <p>Kindly, confirm whether our above understandings are in line with tender requirements or not??</p>	<p>Sub-Clause 73.3 Customs Duty & Bhutan Sales Tax is clear on the provision.</p> <p>As far as possible, the Contractor shall procure the materials required for the construction works such as cement, steel rods etc. within Bhutan. However, in case if it is found necessary to procure materials from outside Bhutan, an indent shall have to be made by the Contractor and presented to Employer's Representative which will be examined and cleared for purchase by the Employer/ Engineer before initiating procurement process by the Contractor.</p> <p>The Contractor will have to pay the BST and Customs Duty at the entry check post and submit the following documents for reimbursement claims to Employer's Representative.</p> <p>a) Original money receipt of Revenue and Customs Divisions.</p> <p>b) Original source vendor invoice/ bill/ cash memo of the materials for which BST & Customs Duty is paid as reflected in the above receipt duly stamped by Custom authorities in Bhutan.</p> <p>In case of misuse of the permit/material, suitable penal deduction shall be made from the Contractor's bill upto 5 times the BST leviable on such materials.</p>



Sl. No	Query from Bidder	Clarification from Employer
		On completion of works, if it is observed that excess goods/ materials have been procured by the Contractor, the BST/ Customs Duty reimbursed to the Contractor in case of these materials will have to be refunded to the Employer by the Contractor. These excess goods/ materials will be assessed based on the consumption statement entered in the Books of Measurement (MBs).
2	<p><u>Taxes on Erection Equipment / Machinery</u></p> <p>We request you to confirm the exemption / Reimbursement of Custom Duties, Import Duties, other local Taxes like Sales Tax...etc applicable on temporary imported plants / machinery etc. which will be re-exported after completion of installation / erection works.</p> <p>Kindly, confirm.</p>	<p>It is the Contractor's responsibility to pay the applicable taxes and / or declare such equipment to the relevant authorities as intended for re-export for refund claims.</p> <p>It is recommended to ensure that the list is submitted in time before it reaches the border.</p>
3	<p><u>Insurance</u></p> <p>We request you to kindly arrange to provide the name of the acceptable Insurance Company in Bhutan to further enable us to enquire for required insurance covers in line with bidding documents.</p>	Royal Insurance Corporation of Bhutan Limited (RICBL) and Bhutan Insurance Ltd. (BIL) but you can explore other agencies that do the reinsurances.
4	<p><u>Erection Equipment</u></p> <p>As per Clause 7 (Erection equipments), Chapter-10, Section-4 (Part-II), Vol-II, Page 5 of 6, following equipment required to be supplied free of cost:</p> <ul style="list-style-type: none"> · Hand Operated Compressor · Portable earthing kit · Comealong Clamp for conductor · Dead-end stocking for conductor · Midspan stocking for conductor <p>We request you to kindly arrange to confirm the required quantities for each above items.</p>	Two nos. each
5	<p><u>Quantity Variation</u></p>	<p>The provisions is very clear, please read in complete:</p> 

Sl. No	Query from Bidder	Clarification from Employer
	<p>As per first sentence of third paragraph of clause 1, Preamble to Price Schedule, Volume III – <i>“It shall be a condition of this contract that the all inclusive rates quoted in Schedule of Rates / Prices shall not be varied for reasons of change in respective quantities.”</i></p> <p>While as per Sub Clause 52.2, Section-3, Vol-I, page 11 of 25, more than 20% quantity variations may lead to revision in quoted unit Rates / Prices.</p> <p>We request you to kindly arrange to review above points and clarify variation in quoted unit rates for reasons of change in quantities.</p>	<p>It shall be a condition of this contract that the all-inclusive rates quoted in Schedule of Rates / Prices shall not be varied for reasons of change in respective quantities. The only exception shall be the items where variation is allowed in the conditions, and this shall be done in accordance with the conditions. Further, it shall also be an important condition of this contract that there shall not be any change in Unit Rates of items consequent to revision of labour rates by the Government of Bhutan.</p> <p>If the quantity variation meet the provision of clause 52.2, the same is applicable.</p>
6	<u>Right of Way</u>	
	<p>a) From the various relevant clauses of bidding documents / Preamble to Price Schedules, we understand that Employer (BPC) will be responsible for acquisition of required right of way and payment of compensation thereof includes crop / trees / land compensation, statutory fees for forest & environmental clearances...etc.</p> <p>While contractor is only responsible for necessary clearances in right of way like tree cutting, bush clearing etc.</p> <p>Kindly, confirm, whether our above understanding is in line with bidding documents or not.</p>	<p>Your understanding regarding the compensation and arranging statutory clearances for ROW within the corridor of the transmission line is correct. However, contractor shall be liable for callous damages.</p>
	<p>b) We presume that special or temporary right of way required to access the Transmission Line route / corridor shall also be arranged by the Employer.</p> <p>Please confirm</p>	<p>Query not clear. If the bidder, by special or temporary right of way, meant formation of access road, any compensation including right of way for temporary access to the tower locations or other such works, required by the Contractor during the course of the contract has to be arranged by Contractor. Refer Main Text of the Addendum para A.6 for details.</p>

Sl. No	Query from Bidder	Clarification from Employer
	c) Kindly confirm the scope of Stacking & Transportation of felled trees and if it is in scope of contractor then let us know the location of felled trees to be transported.	In respect of tree-cutting, all the physical works for tree-cutting are in the scope of the Contractor, except transportation of the felled trees. The Contractor shall, however, clear line routes of tree and bushes to such an extent as will permit erection of the tower / line and their safe operation at no additional cost to Employer. Transportation of the felled trees will be the responsibility of the concerned agency.
	d) Please confirm the status of environmental clearance, forest clearance and ROW clearance along the route provided in tender document.	The same shall be ready for implementation of work during award of the contract.
7	<u>Payment Terms</u>	
	a) We understand that interim Payment (for Supply of materials & Erection / Civil works) will be released within 56 days and final payment within 84 days after the Contractor's fully complied invoice / statement submitted to Engineer (Employer's Representative). Kindly, Confirm.	Confirmed
	b) Payment for Stringing shall be done on the basis of per kilometer (Inclined line length) in hilly stretches. We request you to kindly arrange to amend the clause accordingly.	There is no change in the provision of tender. Payment for Stringing shall be done on the basis of linear kilometer (span length) as per the provision.
	c) During the site visit, line may not be fully accessible being in thick forest area / no approach road etc., In view of this it will not be possible to reasonably assess the quantum of tree cutting required. Hence, it is request to kindly include the tree cutting as separate line item based on girth of each tree & payment shall be made as per actual nos of tree cut. Kindly, confirm the	There is no change in the tender stipulations.

Sl. No	Query from Bidder	Clarification from Employer
	<p>same, if acceptable and issue necessary amendments in this regards.</p>	
	<p>d) As per payment term given in Clause No. 60.2, Vol-I, section-3, page 12 of 25 for erection equipment and civil works, we understand that the given payment terms under this clause is applicable for all the items under Schedule-2 : Survey, Soil Investigation, Erection, Testing and Commissioning.</p> <p>Kindly confirm, if our above understanding is not in line with the bidding documents requirement.</p>	<p>Your understanding is in line with the bidding documents requirement.</p>
	<p>e) Retention Money:</p> <p>As per Clause 60.7, Vol-I, Section-3, Pg 16 of 25 and Appendix to Bid (in Section – 5, Page 3 of 12), Retention Money is 10% of the Interim Payment Certificates.</p> <p>While as per Clause no. 60.1 (Terms of Payment for Equipment) & Clause no. 60.2 (Terms of Payment for equipment Erection & Civil works), only 10% retention required upto end of Defect Liability Period.</p> <p>For better understanding / clarity, we request you to kindly arrange to clarify above points regarding retention money.</p>	<p>The provision is very clear and 10% retention money or equivalent BG shall be retained as per the provision.</p>
8	<p><u>Transmission Line Towers</u></p> <p>Please, refer the Clause 1.1 & 1.2 of Chapter 4, Vol-II, Section – 4 (Part-II), Page 1 of 12</p> <p>As per this clause tower types B, C, D and SP are to be adopted at locations with altitude less than 2500 mtr. and tower types SB, SC, SD and SSP are to be adopted at locations with altitude more than 2500mtr.</p>	<p>Please refer to the Main Text of the Addendum para A.3. Detailed Survey is carried out by BPC. The required details are available with and the same shall be provided to successful bidder. Structural drawings would be provided upon signing of the Contract Agreement. Shop drawings should be prepared by the Contractor.</p>

Sl. No	Query from Bidder	Clarification from Employer
	<p>Please confirm that all engineering documents like sag tension calculations, tower spotting data, single line and clearance diagrams, structural drawings, Bill of material, foundation drawings are available with BPCL, and will be provided to successful bidder along with placement of order.</p>	
9	<p><u>Foundation of Tower</u></p> <p>Please, refer the Clause 3.2 of Chapter 6, Properties of Soil & Concrete, Vol-II, Section – 4 (Part-II), Page 5 of 17.</p> <p>As per this clause ultimate shear stress in rock is specified as 3.0 and 7.5 for soft rock and hard rock respectively.</p> <p>Please confirm the values specified are actually bond stress between rock and concrete block, which will resist the uplift loads on foundation. Also please confirm the unit of measurement is kg / cm².</p> <p>Kindly confirm.</p>	<p>Please refer Main Text of the Addendum para A.3. Design shall be taken care by the Employer and thus the referred clause and the query are not relevant to this tender.</p>
10	<p><u>Supply of Material</u></p>	
	<p>a) We understand that the Supply of Plates / Earthing / Obstruction Light / Aviation System / Aviation paint are not in the scope of Contractor.</p> <p>Kindly Confirm.</p>	Confirmed
	<p>b) Any kind of Antitheft Lock-nut if required then the same should be provided by BPC, Bhutan.</p> <p>Kindly Confirm.</p>	Supply shall be as per BOQ / Price Schedule.
	<p>c) As per Clause 2(viii), Section-4, Part-I, Vol-II, Contractor need to supply span-marker & obstruction light for aviation requirements, whereas, according to Clause 2 (iv), Section-4, Part-I, Vol-II, we understand that Contractor need to</p>	Clause 2 (iv), Section-4, Part-I, Vol-II governs; Contractor need to supply only tower material including fasteners, step-bolts, hangers etc.

Sl. No	Query from Bidder	Clarification from Employer
	<p>supply only tower material including fasteners, step-bolts, hangers, D-shackles etc.</p> <p>Kindly Clarify the same.</p> <p>If the Contractor have to supply span-marker, obstruction light, then kindly arrange to provide the required quantity and Technical Specification for each and include the same item in Price Schedule-1 (Supply of Materials).</p>	
	<p>As per Clause 2(viii), Section-4, Part-I, Vol-II, Contractor have to paint the tower.</p> <p>So, kindly arrange to provide the quantity of tower required to be painted and detail specification of paint.</p>	<p>Requirement of painting of towers shall be decided as per the Civil Aviation requirement and payment shall be made as additional item at analyzed rate.</p>
	<p>As per Clause 2.5, Section-4, Part I, Vol-II, Contractor need to indicate the sources from where they propose to procure tower accessories & aviation signal, whereas, as per Clause 2 (iv) & (v), Section-4, Part-I, Vol-II, supply of tower accessories & aviation signal are in the scope of BPC, Bhutan only.</p> <p>Kindly Clarify.</p> <p>If the same is in the scope of contractors, then kindly arrange to provide the quantity for the same and include the item in Supply Schedule-1.</p>	<p>Clause 2 (iv), Section-4, Part-I, Vol-II governs; Contractor need to supply only tower material including fasteners, step-bolts, hangers etc.</p>
	<p>f) Kindly arrange to provide tower drawings / BOM.</p>	<p>The same shall be issued to the successful bidder.</p>
	<p>g) We understand that supply of all the Bought Out items (e.g. Conductor / OPGW / Insulator / Hardware Fittings etc...) are in the scope of the Employer.</p>	<p>Insulator and Hardware fittings shall be issued as per the required quantity.</p> <p>For conductor and OPGW, the required quantity as per the tower schedule and line</p>

Sl. No	Query from Bidder	Clarification from Employer
	<p>In context to the above, kindly request you to please clarify that how much percentage of wastage will be include against each Bought Out items supplied by Employer.</p>	<p>profile including 1% for cutting and wastage shall be considered and issued.</p>
	<p>h) As per Clause 2 (iv), Section-4, Part-I, Vol-II, we understand that Contractor need to supply only tower material including fasteners, step-bolts, hangers, D-shackles etc.</p> <p>From above we understand D-shackles is the part of Insulator String Hardware and same shall be supply with Insulator String Hardware only.</p> <p>So kindly confirm that Bidders don't have to supply D-shackles because Insulator String will be provided by BPC, Bhutan.</p> <p>If Bidder needs to supply D-shackle, then kindly arrange to provide the exact Quantity / Type / Size of D-shackle, relevant Drawing & Technical Specification and include the item in Supply Schedule-1.</p>	<p>D-Shackle shall be issued along with Insulator String.</p>
11	<p><u>Qualification Requirements</u></p> <p>As per Appendix-1(a)-i, section-1, Vol-I, Erection of 220 kV or higher voltage class Transmission line in Hilly area experience required.</p> <p>While as per Coloumn-4 of Table in Schedule-8.4(B), section-8, Vol-I, it is mentioned 400 kV or higher voltage class Transmission line in Hilly area experience required.</p>	<p>It is 220 kV & higher for this tender. 400 kV stands corrected to 220 kV.</p>



Query from Bidder B

Sl	Category	Volume / Section	Clause Description	Bidder Observation	Clarification Issued by BPC
1	General	ITB Clause 16.2	The Bid Security shall, at the bidder's option, be in the form of a banker's certified cheque, cash warrant, standby letter of credit or bank guarantee drawn in favour of "Bhutan Power Corporation Limited, Thimphu, Bhutan" payable at any Bank/Financial Institution in Thimphu, Bhutan. <u>The format of the bank guarantee shall be in accordance with the sample form of Bid Security included in Section 5.</u> Letters of credit and bank guarantees issued, as surety for the bid shall be valid till the date as indicated in BDS.	1. Its is mentione in ITB that <u>"The format of the bank guarantee shall be in accordance with the sample form of Bid Security included in Section 5."</u> However we did not find any format of Bid security in aforementioned section. We understand bidder may use it's own BG format, if not, request you to please provide format of bank guarantee in which bid security can be furnished to BPC along with bid. 2. Also please confirm if Bid Bond issued by contractor's country is acceptable and does not have to be from employer's country.	Any Bank Guarantee shall be from a Bank/Financial Institution in Bhutan. Bid Security Format is attached.
2	General	ITB Clause 19.1	The bidder shall prepare ONE original and TWO copies of the Bid documents as described in Clause 12 of these Instructions to Bidders, and clearly marked "ORIGINAL" and "COPY". In the event of discrepancy between them, the original shall prevail.	Please confirm that, there is no option of submitting bid electronically. Looking at the ongoing Pandemic situation and electronic submission should be allowed. Request you to please accept our request.	Submission of electronic bid shall be accepted; Electronic Bid shall be password protected and link shall be emailed to shamshepradhan@bpc.bt / spleie2020@gmail.com. The password shall be shared only during the time of bid opening. In case of submission of electronic bid, hard copy need not be submitted. However, Bid Security in original have to be submitted.
3	General	BDS Clause 1.2	The contract period is 18 months.	We gone through tender document and could not find effective date / day from which contract period of 18 months will start. We understand effective date would be the date of advance payment by employer. Please confirm if our understanding is correct.	Completion period is 18 months from the date of commencement of the works and the date of commencement is the date of Signing of the Contract Agreement.
4	Commercial	Section 3 - Part II - Condition s of Particular s of Applicatio n, Sub Clause 60.6	Payments to the Contractor by the Employer shall be made in the currency in which the Contract Price is payable, into a bank account or accounts nominated by the Contractor. All bank charges towards effecting the payment to the Contractor as above, including but not limited to Bank Charges for preparation of draft / cheque and / or transfer shall be at the cost of the Contractor.	Please Confirm Following :- 1. Payment of supply part will be done in employer's country. 2. Payment of Service Part will be in Bhutan Only 3. All supply payment will be made via confirmed L/C in favour of contractor and cost of setting up L/C in Employer's will be in scope of Employer. 4. Also please confirm the rate of interest which employer will pay to contractor in case delayed payments.	Sub-Clause 60.6 is very clear. No LC shall be established for payment. BPC enforces timely payment and Subclause 60.10 is clear on the payment schedule. No interest is considered.

SI	Category	Volume / Section	Clause Description	Bidder Observation	Clarification Issued by BPC
5	Commercial	Section 3 - Part II - Condition s of Particular Applicatio n, Sub Clause 73.3	The Contractor shall be responsible for payment of all levies, royalty, taxes, etc. as applicable in Bhutan. Bhutan Sales Tax (BST) and Customs Duty are applicable at the entry check post. The applicable BST/CD rates will have to be obtained by the Bidder from the relevant authorities before submission of Bids. The payment towards BST/CD will be made by BPC at actual against proof of payment at the check post subject to ceiling of the value quoted by the Bidder against various items. However, in the event there is any change in BST/CD rates during the period of 28 days prior to the deadline for submission of Bids till scheduled completion (delays in Contract execution, which are attributable to Contractor will not be considered for payment towards any additional BST/CD) due to Royal Government of Bhutan (RGOB) regulations, the provisions of clause 13.4 of section 1, Instructions to Bidders shall govern for additional payment/recovery.	Please Confirm Following :- 1. Please let us know Bhutan Sales Tax on Lattice Structure & Other material which are under scope of supply. 2. Also if construction material like, Cement & Steel are imported from outside employer's country, all taxes in duties levied within employer's country will be in scope of BPC on reimbursable basis.	Kindly pursue with Department of Revenue and Customs for tax aspects. With regard to materials available within Bhutan - terms and conditions are very clear.
6	Commercial	Section 3 - Part II - Condition s of Particular Applicatio n, Sub Clause 73.4	The Contractor, whether Bhutanese or International will have to pay Business Income Tax in Bhutan. The Business Income Tax is applicable on all supplies and erection works i.e. on the gross amounts of the bills/ invoices. The statutory provisions require deduction of tax at source and presently the same is deducted at 3% for Foreign Contractors and 2% for Bhutanese contractors on the gross amount of the bills/ invoices.	We understand TDS will be deducted on service part only & please confirm.	Three (3%) percent foreign contractor tax (FCT), a statutory levy of the Royal Government of Bhutan is applicable for both the supply and erection.

Sl	Category	Volume / Section	Clause Description	Bidder Observation	Clarification Issued by BPC
7	Commercial	Volume -2 Section 4 - of transmission line a) at types of tower accessories like phase plate, circuit plate, number plate, danger plate, anti climbing device, nuts and bolts, arcing horns etc. ; b) ACSR Conductor and Conductor Fittings, Long rod polymer Insulators and Hardware Fittings, Optical Ground Wire (OPGW) and OPGW Hardware Fittings (excluding the foundation materials, which shall be sourced by the successful contractor) shall be issued by BPC to the successful contractor at Phuentsholing under proper handling – taking over. The contractor shall load and transport the same to the construction sites for installation.	Any other materials required for the construction of transmission line a) at types of tower accessories like phase plate, circuit plate, number plate, danger plate, anti climbing device, nuts and bolts, arcing horns etc. ; b) ACSR Conductor and Conductor Fittings, Long rod polymer Insulators and Hardware Fittings, Optical Ground Wire (OPGW) and OPGW Hardware Fittings (excluding the foundation materials, which shall be sourced by the successful contractor) shall be issued by BPC to the successful contractor at Phuentsholing under proper handling – taking over. The contractor shall load and transport the same to the construction sites for installation.	1. We understand insurances of all BPC supplied material will not be in scope of contractor. 2. If our understanding is not correct, request you to please let us know the value of BPC supplier material to estimate insurance cost, which might be incurred during to contractor during execution.	BPC shall handover the materials to the successful bidder at Phuentsholing and it shall be the responsibility of the successful bidder to safely transport to the construction sites, install and return the balance materials, if any.
8	Technical	Volume -2 Section 4 Clause 15.2	Office Accommodation The Contractor is to provide such temporary buildings as may be necessary for office accommodation for his and employer's Site staff during the erection of the Works and the cost of these shall be deemed to be included in the Contract Price.	Please confirm of office accommodation of employer at site is scope of contractor. If Yes, Request you to please provide detailed facilities which need to be provided by contractor.	BPC shall arrange for the accommodation of our staff / officials.
9	Technical	Volume -2 Section 4, Chapter 2, Clause 4.2	Route Clearing : - The Contractor shall clear the line routes of trees to such an extent as will permit erection of the lines and their subsequent safe operation. The required corridor as mentioned elsewhere in this Specification on each side of the centerline of the transmission route, shall be made to facilitate construction. The width of the corridor shall be measured parallel to the ground, particularly on sloping terrain.	Please Confirm Following : - 1. Forest Clearance is in scope of employer. 2. Removal / arrangement of Felled trees will be in scope of employer 3. Please confirm if Forest clearance is already received. 4. Dismantling and reinstallation of existing facility is not in scope of contractor	1. Forest Clearance is in scope of employer. 2. Trees shall be felled in the manner that paying out and stringing is carried out successfully. Trees shall be extracted by relevant agency. 3. Forestry clearance is under process. 4. Scope of work is clear in the bid document.

Sl	Category	Volume / Section	Clause Description	Bidder Observation	Clarification Issued by BPC
10	Technical	Volume -2 Section 4, Chapter 1, Clause 1.4 and Chapter 4, Clause 5.0.	Where the design is in the scope of the contractor, the same shall cater to the design standards stipulated in the subsequent paragraphs. Towers and footings shall be designed on the basis of loads, permissible stresses and other relevant design provisions given in these specifications and in the latest revisions of the relevant IS codes, mainly IS: 802 and IS: 456. Reference shall be made to other IS and International Codes as and when required. All codes referred to herein shall be the latest editions. In case of conflict between the Specifications given herein and the IS Code provisions, the more demanding requirement shall be satisfied.	Scope of Works :- The tower and foundation design will be the responsibility of the Employer and the Contractor under this tender is required to carry out all the works associated with the construction of the transmission line i.e. foundation-casting, tower erection, stringing of conductors and OPGW along with the insulators / hardware as required, testing and commissioning. The works shall be carried out as per the designs / drawings furnished by the Employer. <u>We understand that Tower design, Foundation design or any other sort of design is not in scope of contractor. And employer shall provide all design & drawings except shop drawings, which will be developed by contractor. Please Confirm if our understanding is correct.</u>	Your understanding is correct. BPC shall provide the drawings.
11	Technical	Volume -2 Section 4, Chapter 4, Clause 3.0	The Contractor shall submit detailed design of tower, extensions, stub template, clearance diagram, outline diagrams and their structural drawings etc. The tower members shall be fabricated using mild steel structural sections having yield strength as per IS:2062 / 1999. High Tensile Steel may be used for the tower members subject to the following restrictions:	Please confirm grade of MS & HT using with towers are to be fabricated.	- All Mild Steel shall conform to IS:2062 with minimum Yield strength of 250MPa and High Tensile steel as per BS:4360-50B and IS:8500 (Grade 490B) with minimum yield strength of 350MPa

SI	Category	Volume / Section	Clause Description	Bidder Observation	Clarification Issued by BPC
12	Technical	Volume -2 Section 4, Chapter 5, Clause 1.1	All equipment/materials shall confirm to type tests including routine, acceptance and additional tests in accordance with the relevant Standards and Codes. The Bidder shall submit copies of type tests for each equipment along with his bid. The type tests report submitted shall be of the tests conducted within the last five (5) years prior to the date of Bid opening. In case the type tests reports are of the tests conducted earlier than five (5) years prior to the date of Bid opening, the Contractor shall repeat these test(s) at his cost. If the type tests reports submitted are of tests conducted within five (5) years prior to the date of Bid opening, but do not conform to the requirements of the tender and are not considered acceptable to the Employer due to inadequacies / inconsistencies / certificates being from non-qualified agencies or /any other reason, the Contractor has to carry out the Type Tests because of such invalid certificate and/or absence of such certificates, at his own cost without any additional cost to the Employer.	1. We understand, type testing of any equipment supplied under the contract either by employer of contractor is not in scope of contract. Please Confirm. 2. Also we undersatnd, contractor is not liable for the performance of equipment supplied by employer. Please Confirm	FAT of tower parts, stubs, template setting template and nuts & bolts shall be the responsibility of the contractor.
13		Volume -2 Section 4, Annexure C	1. GTP OF GALVANISED STEEL TOWERS(TOWER WEIGHT)	We understand Bidder need not to fill this GTP, please confirm	Yes