

Our Ref: KETRACO/PT/045/2023

11th March 2025

Notice to all Bidders.

TENDER ADDENDUM AND CLARIFICATION No. 17 (TAC 17)

RE: Procurement of Plant, Design, Supply and Installation of the 220kV Mariakani - Dongo Kundu Transmission Line and Associated Substations (KETRACO/PT/045/2023)

The following amendments are made to the specified provisions for the bidding documents for procurement of plant, design, supply and installation of the 220kV Mariakani - Dongo Kundu Transmission Line and Associated Substations (KETRACO/PT/045/2023).

Save where expressly amended by the terms of this clarification, the Principal Tender Document shall continue to be in full force and effect.

Find herein the ADDENDUM and CLARIFICATION No. 17, consisting of twenty-seven (27) pages into the Principal Tender Documents as attached. This document should be returned along with dully-filled Form of Tender.

All other terms and conditions of the Request for Proposal document remains the same.



SENIOR MANAGER, SUPPLY CHAIN

Tender Addendum and Clarification No. 17 of Tender No. KETRACO/PT/045/2023 has been received and incorporated in the Tender Documents.

Name of Tenderer (in block letters):

Signature:

Date:

**Signed for the Tenderer by
(Name in block letters):**

**In the office bearer capacity
of:**

A. Addendum No. 17

C1_Transmission line price schedule, shall be modified as attached.



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3.			<p>Tender Addendum and Clarification no 15(TAC15)</p> <p>The deadline for BID submission is</p> <p>Date: January 7th, 2025</p> <p>Time: 10:00 AM</p>	<p>The last four notices of bid extension were issued just one day before the tender submission date. As a foreign company with non-resident staff participating in the bid, receiving such last-minute notices leads to unnecessary preparation and travel costs for our team traveling to Kenya for bid submission. Given these circumstances, we request that if any addendum is to be issued in the future,</p> <p>1) a clear decision be communicated at least one month before the bid submission deadline, and</p> <p>2) ideally, the bid submission deadline be extended until the end of January 2025.</p>	<p>Noted. Refer to Tender Addendum and Clarification No. 16.</p>
4.	<p>Section V.</p> <p>5.1 and</p> <p>Clarification no. 1 point no. 3 dated 15 February 2024 – page 3 of 8</p>		ESC-4	<p>As per clause 5.1 For goods and services, we understand that " The prime contractor shall be Japanese Company.</p> <p>The Japanese Company can form JV with following:</p> <p>(b) A Joint Venture (JV) composed of a Japanese company (ies) and a company(s) in a recipient country. Specifically, the JV must satisfy all of the following conditions:</p> <p>(i) The lead partner shall be a Japanese company.</p> <p>(ii) The total share of work of Japanese partners in the JV is more than fifty (50%) of the contract amount; and</p>	<p>Refer to Volume VII, Section VIII Eligible Source Countries of Japanese ODA Loans (ESC-4) and Volume I, Section III Evaluation & Qualification Criteria.</p>

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				<p>(iii) The partners except Japanese partners shall meet all of the following conditions.</p> <ul style="list-style-type: none"> -The partners shall be juridical persons incorporated and registered in a recipient country or Japan. -The partners shall have their appropriate facilities for producing or providing goods and services in a recipient country or Japan. <p>The partners actually conduct their business in a recipient country or Japan.</p> <p>The partners except Japanese partners shall meet all of the following conditions.</p> <ul style="list-style-type: none"> -The partners shall be juridical persons incorporated and registered in a recipient country or Japan. -The partners shall have their appropriate facilities for producing or providing goods and services in a recipient country or Japan. <p>The partners actually conduct their business in a recipient country or Japan.</p> <p>With reference to above clause of Consortium Partner, We hereby clarify that Kalpataru Projects International Limited (KPIL), a foreign company has a branch office registered in Kenya. Registration certificates along with VAT registration, NCA registration certificates are enclosed. Further KPIL</p>	

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				<p>already has the facilities for providing goods and services in Kenya and already conducts EPC business in Kenya.</p> <p>Kindly confirm that KPIL can be other Consortium Partner, with a qualified Japanese Company as Consortium Leader.</p>	
5.	Volume I Section II. Bid Data Sheet		ITB 1.1 Page BDS-1	<p>The Identification number of the Invitation for Bids</p> <p>"As per ITB 1.1 the Identification no. of Bid is KETRACO/PT/003/2023. However, in all the communication received vide Tender Addendum and Clarifications (TAC) the Identification no. mentioned as KETRACO/PT/045/2023.</p> <p>We understand correct Identification no. is KETRACO/PT/045/2023."</p> <p>Kindly confirm.</p>	<p>Confirmed.</p> <p>Refer to Tender Addendum and Clarification No. 2 item no. 34.</p>
6.	Section VIII. Particular Conditions (Part B: Specific Provisions) Section IV. Bidding Forms	"This Sub-Clause shall only be applicable to local installation and construction works (civil works) detailed in Price Schedule 4".	28 73-74	<p>We understand from Cl.13.8 of PCC Part-B: Specific Provisions, Price Adjustment is only applicable for Schedule No. 4: Construction, Installation and Testing (On-Site).</p> <p>Price Adjustment for Schedule No. 3: Supply</p>	Not Acceptable.

No.	Vol/Clause/Reference	Description	Seq. Page No	Inquiry	KETRACO Replies / Responses
	Sub-Clause 13.8 Adjustments for Changes in Cost	Schedule No. 4: Construction, Installation and Testing (On-Site) -Applicable for -C1 - Transmission Line Price Schedules -C2 – Substations Price Schedules -C3 - Distribution Network Price Schedules		of Plant (Off-Site) is not applicable. We request KETRACO to include the Price Adjustment for Supply Items also.	
7.	Section IV. Bidding Forms Sub-Clause 13.8 Adjustments for Changes in Cost	Table A. Local Currency Table B. Foreign Currency	79-80	As per PCC Sub-Clause 13.8, Price Adjustment is only applicable for Schedule No. 4 i.e. Construction, Installation and Testing (On-Site).	Confirmed.
				We understand that Table A will be applicable for Construction, Installation and Testing (On-Site) work for our resources procured locally from Kenya. However, the Table B will be applicable for the procurement from Foreign.	Confirmed while noting the identified items applicable in Table A

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				Please confirm our understanding and in that case can we quote our bid price for Schedule No. 4 in the combination of Local and Foreign currency.	Confirmed, but price adjustment shall be limited to local currency and shall only be applicable to local installation and construction works (civil works) detailed in Price Schedule 4. Table B will not be applicable.
8.	Section IV. Bidding Forms Sub-Clause 13.8 Adjustments for Changes in Cost	Table A. Local Currency	79-80	As per Column ii of Table A, Price Adjustment is applicable only for Labour, Cement and Reinforcement Steel. In addition, to above three items, can we propose other items for Price adjustment.	Not Acceptable.
9.	Section IV. Bidding Forms Sub-Clause 13.8 Adjustments for Changes in Cost	Table A. Local Currency	79-80	As per Column ii of Table A, Price Adjustment is applicable only for Labour, Cement and Reinforcement Steel and Indices as Published by Kenya National Bureau of Statistics (KNBS). As per the Indices data in KNBS website, available indices for Construction Cost Inputs are CPI, Labour, Materials, Equipment & Transport and Fuels.	Not Acceptable.

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				We would like to propose the weightage for the above items instead of Labour and two specific materials (Cement and Reinforcement Steel) for Price adjustment, please confirm.	
10.	Section IV. Bidding Forms Sub-Clause 13.8 Adjustments for Changes in Cost	Table B. Foreign Currency	79-80	As per Table B. Foreign Currency, applicable indices for Labour, Material and Equipment. However, contractor would like to propose multiple Indices for various materials, which have major cost contribution in contract price, please confirm.	Not Acceptable.
11.	Section IV. Bidding Forms Sub-Clause 13.8 Adjustments for Changes in Cost	Table A. Local Currency	79-80	As per KNBS Price Indices data, Published by Quarterly. There are Three (03) Indices Table are available in each Publication, which are as follows: 1. Construction Inputs Price Indices 2. Building Cost Indices 3. Civil Engineering Cost Indices. Please which table shall be followed for Indices of Labour, Cement and Reinforcement Steel Price.	Bidders to propose in their bids in Table A.
12.	Section IV. Bidding Forms Sub-Clause 13.8 Adjustments for	Table A. Local Currency Table B. Foreign Currency	79-80	For both Table Non-adjustable weightage is 0.50, which is not applicable as per the Practical cost weightages.	Not Acceptable.

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	Changes in Cost			We, propose non-adjustable weightage 0.20 and Price Escapable weightage is 0.80, please confirm.	
13.	Section VIII. Particular Conditions (Part A: Contract Data) PCC Part-A, 20.6(a) and Sub-Clause 20.6 Arbitration of Part-B	(a) if the Contract is with a foreign contractor (or if the lead partner is a foreign contractor, in case of JV), international arbitration (1) with proceedings administered by the arbitration institution designated in the Contract Data , and conducted under the rules of arbitration of such institution; or, if so specified in the Contract Data, (2) with proceedings administered by Japan Commercial Arbitration Association (JCAA) and conducted under the arbitration rules of JCAA; or 9, or (3) if neither an arbitration institution nor arbitration rules are specified in the Contract Data, with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration. Please confirm the Arbitration Rule, which will be applicable JCAA or ICC?		As per PCC Part-A, 20.6(a), Contract Data, Rules of arbitration is not given. or, if so specified in the Contract Data, (2) with proceedings administered by Japan Commercial Arbitration Association (JCAA) and conducted under the arbitration rules of JCAA; or or (3) if neither an arbitration institution nor arbitration rules are specified in the Contract Data, with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration. Please confirm the Arbitration Rule, which will be applicable JCAA or ICC?	ICC Rules of Arbitration.

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		accordance with said arbitration rules.			
14.				Please confirm the Limit of Local Content	Bidders to conduct due diligence and refer to applicable laws.
15.	Section II. Bid Data Sheet Section I. Instructions to Bidders ITB 14.7 & 35.2	The prices quoted by the Bidder shall be adjustable; consequently, the Bidder is required to furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data", as appropriate.	44	As per the Contract Documents, there is no cap for Price Adjustment, please confirm.	Both price adjustment and variation shall be capped at the amount for price adjustment indicated in the Schedule of Specified Provisional Sums. Relevant applicable laws and applicable Guidelines for Procurement under Japanese ODA Loans shall also apply.
16.	Section VIII. Particular Conditions (Part B: Specific Provisions) 3.1(B)(ii)	Variations resulting in an increase of the Accepted Contract Amount by any amount shall require approval of the Employer.	7, 16	As per the Contract Documents, there is no cap for scope variation, please confirm.	

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17.	Section IV. Bidding Forms Table A. Local Currency Table B. Foreign Currency	GCC Cl.13.8: "Lo", "Eo", "Mo", ... are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date . GCC 1.1.3.1 "Base Date" means the date 28 days prior to the latest date for submission of the Tender.	79-80	As per GCC 1.1.3.1 & 13.8, Base Indices shall be the Indices as on the Base date. As per Foot Note No.3 of Table A and Foot Note No.6 of Table B, The Values and the Dates of the Base Cost Index (ices) will be provided by the Employer prior to contract signing. Please ensure that the Base Indices as per Publication and Employer's Confirmation shall be the Same.	Confirmed.
18.	Section VIII. Particular Conditions (Part A: Contract Data) Sub-Clause 13.8 Adjustments for Changes in Cost	Time for Completion is 20 months from the date of Commencement.	6	As per Contract documents, we understood that Time for Completion for entire Project is 20 months from the date of Commencement. However, separate time line specified for scope wise i.e. for Transmission work, Substation and Distribution work. Please confirm our understanding.	Confirmed. Entire project to be done in 20 Months.
19.	Form of Invitation for Bids, Volume I pg. 1	Scope of Work: (i) Construction of new 220/33kV Substation at Dongo Kundu, (ii) Extension at 400/220kV Mariakani Substation, (iii) Construction of 220kv Transmission Line (51 Km), (iv)	2	As per the Contract Documents, we understand that the Contractor shall submit the project completion program as per GCC 8.3. However, there is no separate list of Milestone for the Entire Project completion, please confirm.	Bidders may propose separate list of milestone for the separate scope. However, the overall project completion program shall not exceed 20 months.

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		33kV underground cable line (15.5 km).			
20.	Section VIII. Particular Conditions (Part B: Specific Provisions) GCC & PCC Cl.4.2 and 14.2	The Engineer shall deliver to the Employer and to the Contractor an Interim Payment Certificate for the advance payment or its first instalment after receiving a Statement (under Sub-Clause 14.3 [Application for Interim Payment Certificates]) and after the Employer receives (i) the Performance Security in accordance with Sub-Clause 4.2 [Performance Security] and (ii) a guarantee in amounts and currencies equal to the advance payment.	PC-25	As per ITB 41.1, Cl.4.2 of GCC & PCC Part-B, submit Performance Security Shall within 28 days from LOA. As per Cl.14.2 of PCC Part-B, for advance payment PBG shall be submitted as per GCC 4.2 (i.e. by 28 days from LOA) and Equivalent ABG to be submitted. Hence, we understand that both ABG & PBG to be submitted by 28 days from LOA, Please Confirm.	Performance security shall be submitted as per GCC 4.2, SP 4.2 and CD 4.2. Advance guarantee shall be submitted as per SP 8.1.

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21.	Section IX. Contract Forms Section I. Instructions to Bidders GCC & PCC Cl.4.2 and 14.2 Cl.40.2 & 41.1	40.2: Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer. 41.1: Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security in accordance with the Conditions of Contract, subject to ITB 36.2 using for that purpose the Performance Security Form included in Section IX, Contract Forms.	CF-7 to CF-10 ITB-31	As per Section IX. Contract Forms, the Contract No and others details to be mentioned in the PBG and ABG format. However, timeline for Contract signing and Submission of PBG, ABG both are 28 days from the LOA, which is practically not possible. Therefore, timeline for submission of PBG & ABG should be more than 28 days from LOA, we propose PBG and ABG submission 42 days from LOA, please confirm.	Not Acceptable. The timelines for submission of performance security shall be as per GCC and SP 4.2 The timelines for submission of advance guarantee shall be as per SP 8.1 and SP 14.7.
22.	Section VIII. Particular Conditions (Part A: Contract Data) Cl. 1.1.3.3 of PCC Part-A, GCC 8.2 Table of Contents of Bidding Document (Volume I of VII)	Contract: Mariakani – Dongo Kundu 220kV Transmission Line and Associated Substations 1. Section VI-1: Employers Requirement: Transmission Line 2. Section VI-2: Employers Requirement: Substations 3. Section VI-3: Employers Requirement: Distribution Network	PC-1	As per Cl. 1.1.3.3 of PCC Part-A, GCC 8.2 and Employer's Requirements Section VI, we understand that Contractor overall scope is Transmission Line, Substation and Distribution Network (Section VI-1, 2, 3) and whole work shall be completed by 20 months. However, there is no separate sections or Milestones are not given in the contract for Taking Over by Employer separately, please confirm.	Bidders may propose separate list of milestone for the separate scope. However, the overall project completion program shall not exceed 20 months.

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23.	Section VIII. Particular Conditions (Part A: Contract Data) Cl. 1.1.3.3 of PCC Part-A GCC 8.2, 9.1 & 10.1	Time for Completion: 20 months GCC 10.1 : Except as stated in Sub-Clause 9.4 [Failure to Pass Tests on Completion], the Works shall be taken over by the Employer when (i) the Works have been completed in accordance with the Contract, including the matters described in Sub-Clause 8.2 [Time for Completion] and except as allowed in sub-paragraph (a) below, and (ii) a Taking-Over Certificate for the Works has been issued, or is deemed to have been issued in accordance with this Sub-Clause.	PC-1	<p>We understand from, Cl. 1.1.3.3 of PCC Part-A and GCC 8.2, 9.1 & 10.1 that Time for Completion is 20 months from commencement including passing of the Tests on Completion and completing all works as per Sub-Clause 10.1. (Including extension of Time as per GCC 8.4).</p> <p>As per GCC 8.2: The Contractor shall complete the <u>whole of the Works, and each Section (if any)</u>, within the Time for Completion for the Works or Section (as the case may be) and</p> <p>As per GCC 10.1: the Works shall be taken over by the Employer when (i) the Works have been completed in accordance with the Contract, including the matters described in Sub-Clause 8.2.</p> <p>From the above, Taking Over shall be applicable on completion of the whole of the works as there is no sections specified in the Contract, please confirm.</p> <p>In addition, Liquidated Damage shall be</p>	Confirmed.

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				applicable only on delay in whole works, please confirm.	Liquidated damage shall be applicable to the delayed works.
24.	Custom Duties, Levy and other Taxes on temporary imports			Please confirm whether Customs Duties, customs levies, inspection fees, and other taxes related levies (if any) at the time of import of plant, machinery, equipment and vehicles imported temporarily for execution of the project shall also be borne by the Employer or exemption will be arranged by employer.	Temporary importation will be as per the National Treasury and planning guidelines Ref No ZZ/TS/GP/30, Circular no. 9/2018
25.	Volume V of VII- PART 2	24-MSEZ-2022-SS-E-020-Mariakani 220kV Switchgear Arrangement		The Layout provided in the Bid Document indicates 2 nos. 220kV line bays extension. We request you to provide complete Switchgear Arrangement Layout of existing 220kV Mariakani Substation indicating the location of new line bays to be extended.	The drawing will be handed over to successful bidder only.
26.	Volume V of VII- PART 2	Soil Investigation Report		Please provide the Soil Investigation Report for Mariakani Substation.	The report will be handed over to successful bidder only.
27.	Volume V of VII- PART 2	Earth Mat Layout for Mariakani Substation		Please provide existing Earth Mat Layout and earthing details for existing Mariakani Substation.	The drawing will be handed over to successful bidder only.

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28.	Volume V of VII- PART 2	"37-Section-VI-2E-Drawings 24-MSEZ-2022-SS-E-020- Mariakani 220kV Switchgear Arrangement"		Position of bay under present scope 4th " breaker and a third" diameter In the provided switchgear arrangement drawing, the interconnection of new bays with existing substation has not been shown, From the site visit we understand that the vacant land near to the control room will be utilized for bays under present scope of work. Kindly confirm.	Confirmed. The Switchyard to be used is the one near to the Control Building/Warehouse(Store) Building
29.	Volume V of VII- PART 2 & Volume I of VII PART 1	"4-MSEZ-2022-SS-E-002-220- 33kV Single Line Diagram Technical data sheet"		Number of secondary core of 220kV Current Transformer: "As per the single line diagram, current transformer has 5 no's secondary core, however as per the Technical data sheet, the number of secondary core are 6 nos. Kindly clarify the number of secondary core to be considered for 220kV Current Transformer".	To be offered based on the Single line Diagram.
30.	Volume V of VII- PART 2 & Volume I of VII PART 1	"14-MSEZ-2022-SS-E-012-220kV Protection and Control Diagram for Diameter 1 & 2_1 OF 2 Technical data sheet"		Number of secondary core of 220kV Voltage Transformer "Number of secondary core of 220kV Voltage Transformer as per Voltage Transformer details are 2 no's, however as per Technical data sheet number of secondary core are 3 nos.	To be offered based on the Single line Diagram.

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				Kindly clarify the number of secondary core to be considered for 220kV Voltage Transformer".	
31.	Volume I - PART 1	"Volume I - PART 1_20231227 and Technical data sheet 17-Section VI-2B-14-Specifications-Earthing & Lightning Protection System-20230704"		"As per clause 14.1.6. The earthing conductor size is mentioned as least 95 mm ² however as per Technical data sheet, size of earthing conductor is mentioned as 150sq.mm Kindly clarify the size of earthing conductor to be considered."	To be designed by the contractor based on IEEE 80 standard while noting that the <u>minimum</u> size shall be 95mm ² .
32.	Vol. 1, Section IV 27. Cl-3.2.12	Technical Schedule Overhead Line conductor	BF-249	The Ultimate rated Strength of Conductor is mentioned as 168.3 N. We think it is a typographical error. Kindly confirm the Ultimate rated strength of conductor.	The correct unit of measure of the ultimate rated strength of the conductor is in Kilo Newtons (KN).
33.	Vol. 1, Section IV 29. Cl. 1.1.5 & Cl. 2.1.2	Technical Schedule Insulators and fittings	BF- 254 & BF -255	As per Cl. 1.1.5, Min. Failing load for Suspension Unit is 70 kN However, as per Cl. 2.1.2 for suspension Insulator set, Min. Failing load is mentioned as 1x210kN & 2x210 kN Kindly confirm the failing load value for Suspension Insulator.	Refer to Tender Addendum and Clarification No. 6 Item No. 4

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34.	Vol. 1, Section IV 29. Cl. 2.3.2	Technical Schedule Insulators and fittings	BF- 256	As per Cl. 2.2.2, Min. failing load for tension Insulator is given as 210 kN However, as per Cl. 2.3.2, min. failing load for Light Duty Tension insulator is mentioned as 70 kN Kindly confirm min. failing load for light duty tension insulator.	Refer to Tender Addendum and Clarification No. 6 Item No. 4
35.	Vol. 1, Section IV 27.Cl. 2.4 & 30. Cl. 2.1	Technical Schedule Overhead line conductor & Technical Schedule for Steel tower design	BF-248 & BF-257	As per 27. Cl. 2.4, Wind speed is given as 40 m/s. However, as per 30.Cl. 2.1, Wind speed is mentioned as 39m/s. Kindly confirm the basic wind speed to be considered.	Refer to Tender Addendum and Clarification No. 5 Item No. 12
36.	Vol. 1, Section IV 30.Cl.1.1.1	Tower design particulars	BF-258	Max. Working tension for Conductor and Earthwire in slack span is mentioned as 5N & 4N respectively. We think it is a typographical error. Kindly confirm the Values of Tension for Conductor and Earth conductor.	Refer to Tender Addendum and Clarification No. 2 Item No. 4 Refer to Tender Addendum and Clarification No. 6 Item No. 3
37.	Vol. 1, Section IV 30. Cl.1.2	Tower design particulars	BF-259	Swing angle and Clearance values are given for Suspension insulator set. Kindly provide swing angle and clearance values for Jumper and Jumper suspension set.	Please see the Drawing No. MSEZ-2022-TL/E-004 for Jumper Suspension Insulator Set / Jumper Loop.
38.	Vol. 1, Section IV 30. Cl.1.7	Tower design particulars	BF-259	Values for Ratio of Unsupported length to radius of gyration is given. We understand it is the effective ratio of unsupported length	Confirmed.



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				to radius of gyration, i.e kL/r. Kindly confirm.	
39.	Section VIII. Particular Conditions (Part B: Specific Provisions) GCC & PCC Cl.4.2 and 14.2	The Engineer shall deliver to the Employer and to the Contractor an Interim Payment Certificate for the advance payment or its first instalment after receiving a Statement (under Sub-Clause 14.3 [Application for Interim Payment Certificates]) and after the Employer receives (i) the Performance Security in accordance with Sub-Clause 4.2 [Performance Security] and (ii) a guarantee in amounts and currencies equal to the advance payment.	PC-25	As per ITB 41.1, Cl.4.2 of GCC & PCC Part-B, Performance Security shall be submitted within 28 days from LOA. As per Cl.14.2 of PCC Part-B, for advance payment PBG shall be submitted as per GCC 4.2 (i.e. by 28 days from LOA) and Equivalent ABG to be submitted. Hence, we understand that PBG to be submitted by 28 days from LOA, Please confirm.	Confirmed for performance security. For advance payment guarantee refer to SP 14.7, SP 8.1 and SP 14.2
40.	Section VIII. Particular Conditions (Part B: Specific Provisions) Clause 1.6 of PCC Part-A and ITB 40.2	PCC 1.6: Time for the Parties entering into a Contract Agreement: Within 28 days after the Contractor receives the Letter of Acceptance As per ITB 40.2: Within twenty-eight (28) days of receipt of the Contract Agreement, the	PC-1	As per Clause 1.6 of PCC Part-A, Time for the Parties entering into a Contract Agreement is within 28 days. So, signing of Contract by both Contractor and Employer by 28 days from LOA. However, ITB 40.2 says, Contractor shall return Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the	Confirmed. LOA and draft Contract Agreement to be sent at the same time. Refer to ITB 40.2.

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		successful Bidder shall sign, date, and return it to the Employer.		Employer. In view of the above, it is not clear that when Employer will sign the Contract, please confirm the timeline for signing the contract by Employer.	
41.	Section IX. Contract Forms Section I. Instructions to Bidders GCC & PCC Cl.4.2 and 14.2 Cl.40.2 & 41.1	40.2: Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer. 41.1: Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security in accordance with the Conditions of Contract, subject to ITB 36.2 using for that purpose the Performance Security Form included in Section IX, Contract Forms.	CF-7 to CF-10 ITB-31	As per Section IX. Contract Forms, the Contract No and others details to be mentioned in the ABG format. Hence, ABG can be submitted only after signing of the Contract Agreement. Timeline for signing of the Contract by Employer and submission of ABG by Contractor is not given. Submission of ABG must be after signing of the Contract Agreement by both the parties. Hence, please confirm the Time line for submission of Advance Bank Guarantee by the Contractor.	Refer to item no. 41 above. Refer to SP 14.2, SP 8.1 and SP 14.7
42.	Section VIII. Particular Conditions (Part B: Specific Provisions)	Except as otherwise stated in the Employer's Requirements, the Contractor shall make arrangements for the	PC-15	We understood from Clause 6.1 of PCC Part-B, Local Staff and Labour to be engaged on priority. However, there is no limit or Percentage is not given for this contract.	Refer to applicable laws.

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	Sub-Clause 6.1 Engagement of Staff and Labor	engagement of all staff and labour, local or otherwise, and for their payment, feeding, transport, and, when appropriate, housing. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the Country."		Please confirm the ratio or percentage limit for use of local as well as foreign staff and labour in case if there is any limit In addition to the above, we also request to confirm the limit for use of Local and Foreign supply of Materials, Plant and Equipment.	Refer to Section V Eligibility of source countries of Japanese ODA loans and applicable laws.
43.	Section IV. Bidding Forms GCC 1.1.3.1-Base Date Table -A & B, Price Adjustment Table GCC & PCC 13.8	GCC 1.1.3.1: "Base Date" means the date 28 days prior to the latest date for submission of the Tender. Foot Note No.3 of Table A. Local Currency Price Adjustment: The Values and the Dates of the Base Cost Index (ices) will be provided by the Employer prior to contract signing.	BF-9-12	As per GCC 1.1.3.1 & 13.8, Base Indices shall be the Indices as on the Base date. As per Foot Note No.3 of Table A and Foot Note No.6 of Table B, The Values and the Dates of the Base Cost Index (ices) will be provided by the Employer prior to contract. Please confirm that Base Indices value for Price Adjustment Formula as given by Employer prior to signing of the Contract will be the same as published indices as on base date.	Confirmed.

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44.	Section VIII. Particular Conditions (Part A: Contract Data) PCC Cl.13.8	Adjustments for Changes in Cost, Period "n" applicable to the adjustment multiplier "Pn": eighteen (18) months.	PC-3	We understood that Price Adjustment should be applicable from 18th Months of the Project, please confirm.	Confirmed.
45.	Section IV. Bidding Forms ITB 14.7 & GCC Cl.13.8	GCC Cl.13.8: In cases where the "currency of index" (stated in the table) is not the relevant currency of payment, each index shall be converted into the relevant currency of payment at the selling rate, established by the central bank of the Country, of this relevant currency on the above date for which the index is required to be applicable.	BF-9 to 12	As per Table B. Foreign Currency, applicable indices for Labour, Material and Equipment. Currency of Indices and Payment Currency are different. From GCC 13.8, we understood that Exchange Rate for payment should be considered according to the Price Adjustment date. Hence, we understood that Currency correction, as on Price adjustment date shall be applicable for payment with respect to base date. Please confirm that our understanding is correct. Also, please provide the formula of Price Adjustment for both Local and Foreign Currency Table A & B.	Refer to item no.7 above. Refer to GCC 13.8 for the formula of Price Adjustment.
46.	Section VIII. Particular Conditions (Part B: Specific Provisions) PC	PCC 2.1: Time for access to, and possession of all parts of, the Site by the Commencement Date. PCC 8.1 (C): (c) except if	PC-21	According to PCC 2.1, 8.1 & 4.13, Right of Access for ROW shall be Provided by Employer on commencement.	Refer to SP 8.1, GCC 4.15 and GCC 4.13

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	<p>Cl.2.1 of GCC and PCC Part-A & B</p> <p>Sub-Clause-4.13 of PCC Part-B</p>	<p>otherwise specified in the Contract Data, effective access to and possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.13 [Compliance with Laws] as required for the commencement of the Works;</p> <p>PCC 4.13: "Unless otherwise specified in the Contract the Employer shall provide effective access to and possession of the Site including special and/or temporary rights-of-way which are necessary for the Works. The Contractor shall obtain, at his risk and cost, any additional rights of way or facilities outside the Site which he may require for the purposes of the Works."</p>		<p>However, we request to employer for the following information:</p> <ol style="list-style-type: none"> 1. When 100% ROW to be provided to Contractor 2. What is the Land Acquisition Status 3. Please confirm all cost to be borne by Employer for encumbrance free ROW including Temporary Access and facilities for Contractor. 4. Please confirm all cost to be borne by Employer for Permits and others relevant to ROW and Contractor's Free Access. 	
47.	<p>Section VIII. Particular Conditions (Part B: Specific Provisions)</p> <p>Sub-Clause 2.2 Permits, Licenses or Approvals</p>	<p>b (ii) for the delivery of Goods, including clearance through customs; and</p>	PC-9	<p>Please confirm the Incoterm and Consignee details for delivery of Foreign supply Plant and Materials.</p>	<p>Refer to GCC 14.5 and CD 14.5(c)</p> <p>Refer to Tender Addendum and Clarification No. 7 item no. 5.</p>

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48.	4-MSEZ-2022-SS-E-002-220-33kV Single Line Diagram Technical data sheet	33kV Power cable		In the single line diagram, the connection between 33kV GIS switchgear and capacitor bank is through 3Cx240sq.mm XLPE copper cable, however as per Technical specification and Technical data sheet, all 33kV Power cable should be with Aluminium conductor. Kindly clarify for Capacitor bank connection, 33kV XLPE cable with copper conductor to be provided or with Aluminium conductor to be provided.	This is an EPC Contract. For cable size, the Contractor shall design as per specification subject to employer's approval. Cable with Aluminium Conductor shall be applicable for the 33kV Distribution System.
49.	Existing Mariakani substation	AC and DC distribution board.		We understand that in existing Mariakani substation, existing AC distribution board and DC distribution board has spare feeder for bays under scope of work and Bidder need not consider supply of any new AC distribution and DC distribution board.	Confirmed scope of work for Mariakani for AC/DC systems does not include supply of a new AC and DC distribution board. The existing AC and DC distribution boards will be used to provide the required supplies. The scope will include replacing and handing over of equivalent spare MCB's and associated materials that are in the existing boards that will be used by the bidder. In addition, it also includes any equipment and modifications works that

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					will be required on the existing boards.
50.	Existing substation Mariakani	Existing cable Trench		Kindly specify whether the existing cable trench has sufficient space for laying new cables.	This is the bidders' responsibility. Bidders are encouraged to visit site and assess. The bid price shall be deemed sufficient to cover this scope of work.
51.	13-Section Specifications-Low Voltage Cables-20230704	CT and VT circuits		Kindly specify the minimum cross section of conductor to be considered for current transformer circuit and Voltage Transformer circuit.	This is an EPC Contract. The contractor to design as per the specifications subject to employer's approval.
52.	13-Section Specifications-Low Voltage Cables-20230704	9.7 Low Voltage Multicore Cables "The number of cores in multicore cables shall be selected from the following numbers: 2, 3, 4, 7, 12, 19, 27 and 37".		Kindly clarify whether the bidder can propose number of cores other than what has been mentioned under clause 9.7 i.e. 10, 14 core are also acceptable.	Acceptable. Bidders may propose the number of cores as long as they meet the required spare requirements as per the technical specifications.