

एसजेवीएन अरूण-3 पाँवर डवलपमेंट कंपनी प्रा. लि.  
**SJVN Arun-3 Power Development Company Pvt. Ltd.**

(एसजेवीएन की पूर्ण स्वामित्व वाली अधीनस्थ कंपनी)

(A wholly owned subsidiary of SJVN)

900 मेगावाट अरूण-3 जलविद्युत परियोजना  
**900 MW Arun-3 Hydro Power Project**

Regd. No.: 111808/69/070



Ref. No. SAPDC/P&C/Arun-3HEP/PCD-196/2021-830

Dated: 01.11.2021

**ARUN-3 HYDROELECTRIC PROJECT (900 MW)**

**CLARIFICATIONS-I**

**Subject: PCD-196/2021 “Hiring of Transaction Advisor/ Consultant For Expansion of Hydropower Business of SJVN In Nepal” - Regarding clarifications.**

---

**Employer : SAPDC**

**Country : NEPAL**

---

*(This Document is meant for the exclusive purpose of bidding against this work and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued.)*

### Clarifications to the Bidders' Queries

Sr. No	Clause No.	Provision in Bid Documents	Summary of Bidders' Query / Modification requested	SAPDC Response/ Comments
<b>Section-I: Notice Inviting Tenders (NIT)</b>				
1.	Clause 1.4 of Section-I	<p>NPR 3,000/- (For Nepalese bidder) &amp; NPR 3,500/-(For Indian bidder) in the form of Manager's cheque (issued by a "A" Class Nepalese Bank shall only be acceptable) payable at Khandbari, Nepal in favour of <b>SJVN Arun-3 Power Development Company Pvt. Ltd.</b> Alternatively, payment against Cost of Tender Document may be made directly in the bank account of SAPDC as mentioned below:                      NPR Account Details:                      Everest Bank Limited                      Name: SJVN Arun-3 Power Development Company Pvt. Ltd.                      Acc. No. 00800105200477                      Swift Code: EVBLNPKA</p> <p><b>However, if Bidder/Agency/Firm/Consultant opt for submission of Tender document cost directly in the bank account of SAPDC, then the documentary evidence/proof of same (swift statement/transfer statement/account statement) has to be submitted along with technical bid in Part-I.</b></p>	<p>For India Based bidders, is there a separate INR Account where the cost of Tender (in INR terms) could be remitted or is the INR value to be transferred to the same NPR Account as mentioned in the NIT.</p>	<p>The payment against Cost of Tender Document may be made directly in the NPR bank account of SAPDC as mentioned below:                      Everest Bank Limited                      Name: SJVN Arun-3 Power Development Company Pvt. Ltd.                      Acc. No. 00800105200477                      Swift Code: EVBLNPKA</p>
2.	Clause 1.10 Place of submission	<p>Chief Engineer (P&amp;C), Arun-3 HEP, SAPDC, Satluj Bhawan, Arun Sadan, Tumlingtar, Distt.</p>	<p>As the bid is to be submitted in physical form in Kathmandu/Tumlingtar, the probability of delay/ loss of bid in transit is high.</p>	<p>Existing provision shall prevail.</p>

	<p>bids' of Section-I</p>	<p>Sankhuwasabha, Nepal Ph. +977-29-575154, Mob.: +977-9852058517</p> <p style="text-align: center;">OR</p> <p>O/o Company Secretary, Arun-3 HEP, SAPDC House No. 3, Ward No. 1, Swagat Marg, Madhyapur (Thimi) Municipality, Lokanthali, Kathmandu. Ph. +977-1-6632030, Mob.: +977-9819822967</p>	<p>Considering the possible logistical challenges, it is requested that submission of physical bids (within the stipulated time frame) may also be allowed in SJVN's Delhi office for operational convenience.</p>	
3.	<p>Clause 1.6 'Place of submission bids' of Section-I</p>	<p>Last date &amp; time for submission of Proposal (s): 12.11.2021 upto 1500 Hours.</p>	<p>On account of the long holiday week in India, in the coming week and the delays currently being experienced by courier services on account of COVID restrictions, we request an extension of the proposal submission deadline by atleast 2 weeks.</p>	<p>Existing provision shall prevail.</p>
4.	<p>Clause 1.6 'Place of submission bids' of Section-I</p>	<p>Last date &amp; time for submission of Proposal (s): 12.11.2021 upto 1500 Hours.</p>	<p>We have gone through the bid document and are interested in participating in the bidding process. However, as per requirement mentioned in the tender document, the bidder needs to submit Bank Guarantee issued by Nepalese bank. In this context, we would like to inform that we are in process of making necessary arrangements for preparation of Bank Guarantee which may take a few more days because of festive season (Diwali and Tihar) in India and Nepal. Therefore, we request you to extend the bid submission date for the aforementioned tender by 15 days.</p>	<p>Existing provision shall prevail.</p>

<b>Section-III: SCOPE OF WORKS/SERVICES</b>				
5.	Sr. No. 1 (3) of Section-III	Implementation support for formulating the joint venture and organizational design	Please advise whether the proposed JV partner could comprise of Indian/ foreign partners or Nepal based partners only?	The proposed JV partner could comprise of Indian/Nepal/other foreign partners
6.	Sr. No. 2 'Detailed Scope of Work/ Services' of Section-III	<ul style="list-style-type: none"> <li>Identify the roles and responsibility of SJVN and prospective JV partner</li> <li>Analysis of Nepalese regulation governing the formulation of Joint Venture between Indian and Nepalese companies and identify the major covenants</li> </ul>	In case the selected consultant/transaction advisor is expected to prepare a list of potential JV partners and advise SJVN/SAPDC in shortlisting of the potential partner, under Phase -II of the Scope of work, we are of the opinion that the time of 2 months provided for the Phase-II may be inadequate. In our opinion the Phase-II may be extended to at least 4 months to carry out the above mentioned task.	Existing provision shall prevail.
7.	Sr. No. 3 'Detailed Scope of Work/ Services' of Section-III	Travel to corporate headquarters of SAPDC	We would request you to kindly confirm if the consultant team is expected to travel to the headquarters of SAPDC in Tumlingtar for execution of the engagement. If yes, could you also let us know the expected no of days to be spent by consultant team at Tumlingtar.	The expected number of days can't be ascertained at this stage. However, Furnished & equipped office space, if team is required to work from SAPDC office and Conveyance facility in Nepal during execution of works/contract period shall be provided by SJVN/SAPDC in accordance with Sr. No. 3 'Detailed Scope of Work/ Services' of Section-III
<b>Section-IV: Instructions to Bidders (ITB)</b>				
8.	Clause 4.2 'Earnest Money Deposit (EMD)/Bid	EMD amounting to <b>NPR 5,35,000/- only (For Nepalese bidder) &amp; NPR 5,36,000/- only (For Indian bidder) shall</b> be required to be submitted with the proposal in	We understand that as part of the bid submission, the Advisor is required to submit an EMD security of INR 335000. Please advise, in case of award contract, whether only the differential amount is to be submitted	As per clause 25.1 of ITB, the successful bidder shall within 30 days from the date of issue of the Letter of Acceptance, deliver to

	Security'	either of the form: .....	as Performance Security or the entire 3% of contract value (assuming EMD would be refunded).	the Employer a Performance Security equal to 3% of the Contract Price, plus additional security (If required) for unbalanced bids in accordance with Clauses 20.3.3 of ITB valid till 45 days beyond Contract Period. Further, as per <b>Clause 4.5 of Section-IV ITB</b> , the Earnest Money of the successful Bidder will be discharged within 28 days after the successful Bidder has signed the Agreement and furnished the required Performance Security Deposit as per Clause 25.0 of Section-IV(ITB).
	Clause 25.1	Within 30 (thirty) days from the date of issue of the Letter of Acceptance, the successful bidder shall deliver to the Employer a Performance Security equal to 3% <b>(three percent)</b> of the Contract Price, plus additional security (If required) for unbalanced bids in accordance with Clauses 20.3.3 of ITB valid till 45 days beyond Contract Period		
9.	Clause 10.1 of Section-IV	The lumpsum/unit rates and prices can be quoted by the bidders either in NPR or in INR or combination of both. However, the total quoted amount shall be calculated by adding the amount quoted in INR and amount quoted in NPR. <b>Currency chosen for the purpose of converting to a common currency shall be Nepalese Rupees (NPR) and for conversion from INR to NPR and vice versa, a factor of 1.6 will be considered.</b>	We understand that all values under the NIT are to be converted in INR terms, rounded upto 2 decimal places only. Kindly advise in case of otherwise.	All values under the NIT for conversion of INR to NPR or vice versa may be rounded upto 2 decimal places only.
10.	Clause 2.3 of Section-IV	Bidders intending to participate as Joint Venture/Consortium are not	Please clarify if the bidders are allowed to tie up with individual experts.	The bids submitted in Joint Venture/Consortium

		eligible for participation		are not eligible for participation
11.	Clause 3.1 'Technical Experience' of Section-IV	<p>The Bidder/agency/firm/Consultant should meet the following qualifying requirements:</p> <p>3.1 Technical Experience:-</p> <p>a. The Consultant/bidder should have advised at least one assignment on merger/demerger/hive-off/restructuring/Debt Syndication/reorganization for International Subsidiary/JV Company of an Indian/Nepalese Company during the last 7 years(reckoned from the date of issue of NIT).</p> <p>and</p> <p>b. The consultant should have worked on at least one assignment on merger/demerger/hive-off/restructuring/Debt Syndication/reorganization in Nepal during the last 7 years (reckoned from the date of issue of NIT).</p> <p>and</p> <p>c. The consultant should have worked on at least two assignment on merger/demerger/hive-off/restructuring/Debt Syndication/reorganization for companies of Government of India/ Government of Nepal during the last 7 years(reckoned from the date of issue of NIT).</p>	<p>The proposed engagement requires the selected bidder to advise SAPDC/SJVNL in assessment of corporate structure suitable for SAPDC for carrying out business in Nepal, drafting the MoU/JV/SPA and advising SAPDC/SJVNL in closure of the JV transaction. In order to successfully deliver this engagement, the consultant may be required to demonstrate prior experience in such transactions.</p> <p>The current requirements from the consultant to have experience in merger/demerger/hive-off/restructuring/Debt Syndication/reorganization is not directly related to the scope of work. Restructuring of only one public sector company has been carried out in Nepal till date and hence the requirement to demonstrate experience in merger/demerger/hive-off/restructuring/Debt Syndication/reorganization in Nepal may be removed</p> <p>We would request you to consider the following minimum experience for the consultants/bidders</p> <p>The Consultant/bidder should have advised at least one assignment on transaction advisory services of an Indian/Nepalese Company during the last 7 years(reckoned from the date of issue of NIT).</p> <p>And</p> <p>b. The consultant should have worked on at least one assignment on transaction advisory services in Nepal during the last 7 years</p>	Existing provision shall prevail.

		In support of above experience condition, the bidder shall submit copy(s) of award letter/contract agreement along with successful completion certificate from the agency/firm for which work is executed. The bid shall be treated as non-responsive in case bidder fails to provide supporting document in respect of turnover and experience as detailed above.	(reckoned from the date of issue of NIT). and The consultant should have worked on at least two assignment on transaction advisory services for companies of Government of India/ Government of Nepal during the last 7 years(reckoned from the date of issue of NIT).	
12.	Clause 3.1 'Technical Experience' of Section-IV	In support of above experience condition, the bidder shall submit copy(s) of award letter/contract agreement along with successful completion certificate from the agency/firm for which work is executed	Many of these transaction advisory services engagement has confidentiality considerations and it may be difficult to share the contracts/WO. Please confirm if certification by the authorized signatory would suffice for meeting the qualification requirements.	Existing provision shall prevail.
13.	Clause 4.4 of Section-IV	The Earnest Money of unsuccessful Bidders will be returned within 28 days after the issuance of Letter of Acceptance to successful Bidder.	Request you to clarify that the EMD NPR 5,36,000/- only (For Indian bidder) is refundable for the unsuccessful bidder for the below tender.	As per Clause 4.4 of Section IV ITB, the Earnest Money of unsuccessful Bidders will be returned within 28 days after the issuance of Letter of Acceptance to successful Bidder.
<b>Section-VI: GENERAL CONDITIONS OF CONTRACT(GCC)</b>				
14.	Clause 16.0 of Section-VI 'Subletting of Contract'	The Bidder/Contractor shall execute the work himself and no part of the contract shall be, without the prior consent in writing of the EIC or Employer, sublet or transfer other than for minor details, provided that any such consent shall not relieve the Bidder from any obligation, duty or responsibility under the Contract.	As per the NIT, Bidders are not eligible to participate as JV/ Consortium. However, we understand that the Advisor is free to appoint sub-consultants (legal/tax etc.) for rendering the requisite services in line with the scope of work.	Refer Clause 16.0 of GCC. Existing provision shall prevail.

**Section-VII: SPECIAL CONDITIONS OF CONTRACT(GCC)**

15.	Sr. No. (iii) of Section-VII	All information and data generated or collected during the execution of the work shall be treated as confidential and shall be the sole property of Arun-3 HEP, SAPDC/SJVN and the findings of the study shall not be shared or published without prior permission of Arun-3 HEP, SAPDC.	As per the current Confidentiality clause, no information is allowed to be published without prior permission of SJVN/SAPDC. Being an open ended clause, we request that a suitable timeline (say 1 year from the date of completion) may be furnished. Moreover, the Advisor shall endeavour to protect all such information except as required to be shared under any law. Furthermore, the Advisor may be allowed to use such transaction for credential purposes with prior permission of SAPDC.	Existing provision shall prevail.
-----	------------------------------	--	--	-----------------------------------