

एसजेवीएन अरूण-3 पावर 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/C-6/2023-119

Dated: 01.03.2023

ARUN-3 HYDROELECTRIC PROJECT (900 MW)

CLARIFICATIONS-I

Subject: DCB-P&C-AHEP-HM-C-6/2023-94 “Hydro-mechanical Works - TRT Gates and associated equipment for Arun-3 HEP and associated equipment for Lower Arun HEP in Sankhuwasabha Distt. of Nepal” - Regarding clarifications.

Employer : SAPDC

Country : NEPAL

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Clarifications to the Bidders' Queries

Sr. No	Clause No.	Provision in Bid Documents	Summary of Bidders' Query / Modification requested	SAPDC Response/ Comments
Volume-I, Section-1: Press Notice, NIT and Information for Bidders (IFB)				
1.	Sr. No. 2, Completion Period	Completion Period (Months): 9 Months	<p>The stipulated time period as per the Notice Inviting Tender is 09 Months.</p> <p>In this regards, we wish to bring your kind notice that the stipulated time period of 09 months for completion of this work is unjustified. In monsoon period, erection work cannot be done. Due to which, for manufacturing of Gates & Accessories and to execute the erection work which has to be done in critical conditions, only time period of 4 to 5 months will be remaining which is not sufficient for such critical jobs. Hence, we hereby request to kindly extend the completion period for this work to 18 months.</p>	Existing provisions shall prevail.
2.	Sr. No. 10.5 'Deadline for submission of bid & place of submission'	Online & Offline Submission: up to 07.03.2023 (1500 Hrs. IST).....	<p>We refer to your Tender No.DCB-P&C-AHEP-HM-C-6/2023-94 dtd.13.02.2023, for Hydromechanical Works - TRT Gates and associated equipment for Arun-3 HEP and associated equipment for Lower Arun HEP in Sankhuwasabha Distt. of Nepal and would like to inform you that we being one of the pioneer OEM of different types of HM equipments having vast experience in this specialised field, are actively preparing our offer against your HM portion of the aforesaid EPC construction job.</p> <p>But, the time at our disposal for participation of our offer before submission, is insufficient. In view of above, we would request you to grant an extension of at least 4 (four) weeks to enable us to submit our offer, which would be best suited for your purpose and oblige.</p>	Existing provisions shall prevail.

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Volume-I, Section-2: Instructions to Bidders (ITB), Bid Data & Qualification forms				
3.	Clause No. 5.5.3 'Bid Capacity'	<p>The available Bid capacity of the Bidder at the time of submission of price bid, calculated as under should not be less than INR 25 Crore.</p> <p>Available Bid capacity = $2.0 \times A \times N - B$</p> <p>Where;</p> <p>A= Maximum value of Works executed in any one year during last 3 years</p> <p>N = Number of years prescribed for completion of the subject contract package</p> <p>B = Value of existing commitments (as on bid submission date) and on-going works to be completed in next "N" years.</p> <p>The Bidder shall submit documentary evidence together with a certificate from its statutory auditors in support of establishing 'A' and 'B' above, along with their Bid.</p>	<p>With respect to the clause of bid capacity, to calculate value of 'A', we request to kindly consider a multiplying factor of 10% per year to update the Value of A to current financial year price level & the clause for Value of A read as follows:</p> <p>A= Indexed value of maximum value of works executed (in a on-going or completed project) in any one year during last 20 years, keeping index of inflation as 10% (compounded annually) for calculating A at present Price Level.</p>	<p>The existing definition of "A" in Clause No. 7.4 of NIT shall be read with the replaced one, as given below:</p> <p>A = Indexed value of maximum value of works executed (in an on-going or completed project) in any one year during last 20 years, keeping index of inflation as 6% (compounded annually) for calculating A at present Price Level.</p> <p>Refer Amendment I.</p>
4.	Clause No. 18: Bid Security/ EMD, Sub-Clause No. 18.2	<p>.....Bank Guarantee in favor of SJVN Arun-3 Power Development Company Pvt. Ltd. The said Bank Guarantee should be submitted along with the bid in accordance with clause 21.1 of ITB.</p> <p>Bank Guarantee from any "A" class Bank in Nepal for the amounts expressed in Nepalese Rupees (NPR). The Bank Guarantees in INR</p>	<p>In this connection, please clarify the clause for the Counter Guarantee of Bank Gurantee from 'A' Class Bank in Nepal. Also, in this connection we wish to bring your kind notice that the Nationalized/ Public Sector Undertaking banks in India are also commercial banks & equivalent to the class A banks category banks in Nepal. Hence, we request to please accept the Bank Guarantee's from Nationalized/ Public Sector Undertaking Banks in India directly omitting the</p>	<p>Existing provisions shall prevail</p>

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		shall be acceptable only if these are issued by a Scheduled Bank of India duly counter guaranteed by any A class Bank in Nepal.....	clause for Counter Gurantee of Bank Gurantee from any 'A' Class bank in Nepal. As it adds additional financial burdens on the contractor & also adds unnecessary steps for provision of bank gurantee which increases the time duration in getting Bank Gurantee.	
5.	Clause No. :- 30-Evaluation and Comparison of Bids, Sub Cl. No. 30.4	After arriving at L1 evaluated bid price through e-tender, the qualified bidders shall participate in E-Reverse auction process as follows.....	In this connection, we wish to bring your kind notice that, after technical evaluation & financial evaluation, the process for conducting Reverse Auction will take next 2 to 3 months which will unnecessarily delay in starting of execution of work. Hence, in the interest of timely completion of work, we request to kindly omit the clause for reverse auction .	Existing provisions shall prevail
Volume-I, Section-3: General Conditions				
6.	Clause No. 12 'Terms of Payment' Sub-clause 12.5	The Contractor shall open a dedicated account in Nepal for the Facilities of the Project and all payments to Contractor shall be released to dedicated account only. The payment released to the Contractor against this Contract shall be solely utilized for the Facilities and shall not be diverted for other purpose. In case, the Contractor wants to utilize the payment for clearing his other liabilities, he may do so with the prior permission of EIC.” The Due payments for Main Price Schedule – 1A (Supply Portion) in INR currency shall be released in a dedicated account opened by contractor in India directly or through LC. The payment released to the Contractor against this	With reference to this clause, kindly clarify the payment will be made in Nepal or in India. Furthermore, we hereby request to kindly allow Payment @80% to be released in Contractor's Current Indian own Bank Account & balance 20% will be released in dedicated Nepalese Bank Account for Local Expenditure purpose.	Existing provisions shall prevail

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		Contract shall solely be utilized for the Facilities and shall not be diverted for other purpose. In case, the contractor wants to utilize the payment for clearing his other liabilities, he may do so with the prior permission of EIC. Further, time taken on account of seeking approval from GON Authorities for releasing payment to India directly or through LC will be on account of Contractor.		
7.	Clause No. 12.6: 'Material Advance Payment'	If EIC is satisfied with the request of contractor, the employer will make payment of interest-bearing advance for specified Material upon submission of unconditional Bank Guarantee (120 % of advance amount): a) If advance is requested for already purchased Specified Material, the contractor shall submit the copy of Purchase Order, Invoice and delivery challan and documents evidencing delivery of material etc; b) If advance is requested for Specified Material to be purchased for the project requirement, the contractor shall submit i) Performa Invoice and copy of purchase order along with the application for advance. The contractor shall ensure to take delivery of material as per delivery schedule provided in the Performa Invoice.....	In the interest of timely delivery of steel at site & completion of work, we hereby request to kindly consider releasing 70% part payment of supply portion of steel against provision of Purchase Order directly to the contractor. This will help in smooth cash flow and to achieve the rigid timeline of project.	Kindly refer Section-3, General Conditions, Clause No. 12.5, Clause No. 12.6 and Section-4 Appendix 1

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8.	Clause No. 13.3 'Performance Security' Sub clause 13.3.1	The Contractor shall, within twenty-eight (28) days of the issuance of Letter of Acceptance, provide a security for the due performance of the Contract for an amount equivalent to 3% of the Contract Price in currency of the bid with validity upto 60 days beyond the Defects Liability Period.	Sir, in this connection, we wish to bring your kind attention that, the stipulated performance security @3% is very high & will bring lot of financial burden on the contractor. As per the latest GR from Govt. of India also, it is directed to limit the performance security to maximum 1% of the contract value. Major Departments / PSU's in India are also following this same practice. Hence, we request to kindly reduce the performance guarantee from 3% to 1% of the contract price.	Existing provisions shall prevail