

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-7/2023-122

Dated: 01.03.2023

ARUN-3 HYDROELECTRIC PROJECT (900 MW)

CLARIFICATIONS-I

Subject: DCB-P&C-AHEP-C-7/2023-103 “Civil works of Tail Race Pond, outfall of Arun-3 HEP and Intake Structure with Tunnel located in Sankhwasabha 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-0, Section-0: Press Notice, NIT, Information for Bidders (IFB)				
1.	Sr. No. 2 of NIT 'Completion Period'	Completion Period (Months): 9 Months	After the initial study of the project area and also, considering the following, Bidder request Employer to increase of time of completion to at least 18-20 months from the 9 months allotted in the bid document. a. work to be carried out near the river. b. construction of approach roads at various levels at bench excavation including protection works. c. prevailing monsoon discharge of river. d. HRT excavation and lining carried out in sequential manner considering the limited/ restricted working area available.	Existing provisions shall prevail.
2.	Sr. No. 10.4 of NIT 'Deadline for submission of bid & place of submission'	Online & Offline Submission: up to 10.03.2023 (1500 Hrs. IST).....	We Kindly request you to extend the deadline for the submission of Bid by at least 3 weeks from the current date. i.e., upto 30.03.2023, as available time for submission is very short for the preparation of bid and conducting site visit.	Existing provisions shall prevail.
3.	Clause 3.1 of IFB 'Temporary Roads'	The roads under this head shall comprise of the following roads: (i) Access roads to shoal areas. (ii) Access roads to contractor's facilities, labour camps, offices, residences, stores, workshops, batching & mixing plants, quality control laboratory etc., required by the contractor for successful completion of the works. (iii) Any other additional road on the site as the contractor may consider necessary for work sites.	Considering requirement of construction of access/approach roads to (a)Work area, (b) dumping area, (c) Quarry area along with its regular maintenance are essential for carrying out the construction works, Bidder request Authority to include the following items in the BOQ by suitably modifying the relevant clauses in other parts of the bid document. a. Separate BOQ item for construction of access/ approach roads i.e excavation,	Existing provisions shall prevail.

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		The contractor shall design, construct the above roads and maintain the same including sprinkling with water from time to time as directed by the Engineer at his own cost.	protection works etc., b. Maintenance in km.month basis	
Volume-1, Section-1: Instructions to Bidders (ITB), Bid Data & Qualification forms				
4.	Clause No. 31 'Award'	Subject to Clause 32 hereunder, the Employer will award the contract to the Bidder, meeting the specified qualifying requirement and also whose Bid has been determined to be substantially responsive to the Bid Documents and who has offered the lowest Evaluated Bid Price pursuant to Clause 30, provided the Bidder has offered reasonable Bid Price compared to Employer's estimated cost of Works.	Bidder requests Employer to provide the Estimated price (including price level) for the invited scope of works as per the bid document.	The estimated price shall not be disclosed by Employer.
5.	-	-	Based on the time period of bidding, considering working near river and requirement of having working season from the initial period of the contract, the award date of the project plays major role. Hence, bidder understands that the likely commencement date of the project shall be after 2023 monsoon i.e any period from Oct' 23. Kindly confirm that bidder's understanding is correct.	Existing provisions shall prevail
Volume-2, Section-2, 3, 4: General Conditions of the Contract (FIDIC), First Edition 1999, Particular Conditions of the Contract and Appendix to Tender and Forms & Procedure				
6.	Clause No. 19.1 (v) 'Definition of Force Majeure'	natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.	Sub-clause (v) may be modified as "natural catastrophes such as earthquake, hurricane, typhoon, volcanic activity, landslides, floods, cloud bursts, pandemic etc."	Existing provisions shall prevail

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7.	Clause No. 1.2: Interpretation	At the end of Sub-Clause 1.2, add: In these Conditions provisions relating to the expression "Cost plus reasonable profit" for example in GCC Clause 1.9, 2.1, 4.7, 7.4, 8.9, 10.2, 10.3, 11.8, 16.1 the term "reasonable profit" shall be taken as nil and accordingly the words "Cost plus reasonable profit" shall be substituted by the words "Cost"	We request to retain the profit as per the standard Government guidelines.	Existing provisions shall prevail
8.	Clause No. 3.5: Determinations	At the end of Sub-Clause 3.5, add: Determination of Cost relating to extension of Time for Completion referred in clause 1.9, 2.1, 4.7, 4.12, 4.24, 7.4, 8.9, 10.3, 11.8, 16.1 & 19 for the purpose of determination referred to in GCC or these conditions "reasonable profit" wherever referred to shall be treated as nil and "Cost" shall be determined as per mechanism provided for in Appendix to Tender. The determinations under this Sub-Clause shall, however, be subject to provisions of Sub-Clause 3.1. The cost claims related to extension of Time for Completion (if admissible) shall be limited to the losses suffered / cost incurred during the hindrances of contemporary period. No claim shall be payable related to consequent effects / cost in extended stay period.	The claim shall be allowed for the extended stay period, for the reasons beyond the control of the Contractor.	Existing provisions shall prevail
9.	Clause No. 4.2 'Performance Security' The Performance Security of a joint venture shall be in the name of individual partner of Joint Venture in proportion of its participation share.	The Performance Security in the name of JV/Consortium shall be submitted by any partner of joint Venture/Consortium utilising his credit limit as mutually agreed by the partners of JV/Consortium. This is a practice followed by NHPC in recent tenders and request SJVN to Consider for the Same.	Existing provisions shall prevail

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10.	Clause No. 7.8 'Royalties'	<p>The Contractor shall pay all royalties, rents and other payments for:</p> <p>(a) natural Materials used, and</p> <p>(b) the disposal of material from demolitions and excavations and of other surplus material (whether natural or man-made), except to the extent that disposal areas within the Site are specified in the Contract.</p> <p>The royalty, rents and other payment for the material quarried shall be paid directly to the concerned authorities by the Contractor and the same shall be reimbursed on submission of documentary evidence.</p> <p>The Contractor shall be responsible for the reconciliation of the quantities of materials on which royalty is payable and settlement of the total amount of royalty charges to be paid, with the concerned authorities and any payment due to be paid to them arising out of such reconciliation and settlement shall also be paid by the Contractor, which will also be reimbursed on submission of documentary evidence of same.</p> <p>For the payment of royalties concerned authorities shall be of Govt. of Nepal.</p>	<p>Bidder understand that Royalty, rents and other payment for the materials quarried, shall be reimbursed by the Authority.</p> <p>Kindly Confirm that the Bidder's understanding is correct.</p>	<p>Bidder is requested to refer clause no. 7.8 of PCC wherein it has been mentioned that <i>"The royalty, rents and other payment for the material quarried shall be paid directly to the concerned authorities by the Contractor and the same shall be reimbursed on submission of documentary evidence."</i></p>
11.	Letter to Tender Sr. No. 3.3	<p>We declare that as specified in General Condition of Contract (Clause 13.7 & 13.8) and Particular Condition of Contract (Sub Clause 13.7 & 13.8), the rates of Bill of Quantities shall be subject to adjustment. Our prices are inclusive of all the applicable taxes, duties, levies, cess, royalties and octroi for the performance of the Contract</p>	<p>Bidder also request Authority that Contradicting provision mentioned in other part of document i.e., Letter of tender requires to be suitably modified by deleting the work "Royalties"</p>	<p>Refer Amendment I</p>

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12.	Clause No. 14.2 'Advance Payment'	(a) The Engineer will make upon the request of the Contractor, an interest bearing advance payment to the Contractor exclusively for the costs of mobilization in respect of the Works in an amount not exceeding 10 (Ten) percent of the Accepted Contract Amount.....	Bidder understands that interest bearing mobilisation advance of 10% of will be released in single instalment on commencement of work/commencement date. Please confirm.	Existing provisions shall prevail
13.	Clause No. 14.9 'Payment of Retention Money'	<p>The Contractor may substitute the Retention Money with a bank guarantee in the form, and from a source, acceptable to the Employer valid till the end of Defects Notification Period.</p> <p>The bank guarantee for the amounts expressed in Nepalese Rupees shall be issued by any Class-A bank in Nepal. The Bank Guarantees in currencies other than NPR shall be acceptable only if these are issued by a Scheduled Bank of India duly counter guaranteed by any A class bank in Nepal. Delete first and second paragraph of Sub-Clause 14.9 and substitute:</p> <p>Promptly after the latest Defect Notification Periods, the Retention Money shall be certified by the Engineer for payment to the Contractor (or return of the bank guarantee, which replaced the Retention Money).</p> <p>At the end of Sub-Clause 14.9, insert:</p> <p>In case the Contractor has substituted the retention money with a bank guarantee; the same shall be returned as per stipulation above.</p>	<p>The Performance security is kept valid until completion of Defect Notification Period, as per PCC 4.2.</p> <p>Hence, Bidder request Authority to allow provisions for release of 50% amount of retention money deducted upon completion of work, as originally allowed under GCC, and the balance 50% of Retention money would be replaced with bank guarantee valid till the end of Defects Notification Period in similar.</p>	Existing provisions shall prevail
14.	Clause No. 20.1 'Contractor's Claims' Further, the resources (Equipment/Manpower) shown in the Data Sheet are solely the Contractor's estimate	Bidder like to highlight that the bid price, at this stage, is delivered/calculated as per the requirement of works considering the ideal	Existing provisions shall prevail

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		<p>and the Contractor has committed to deploy the resources indicated to complete the Works within the Time for Completion. No claims will be entertained on the grounds that there has been less progress than anticipated using these resources. The causes or hindrances would have to be established by the Contractor independently. By making these Data Sheets as part of the Contract does not absolve the Contractor from the responsibility of deploying additional resources to complete the Works within Time for Completion. No payments would be made towards the expenses incurred on deploying the additional resources as such unless expressly agreed by the Employer in writing.</p> <p>.....</p>	<p>output of plant/machinery & manpower suited to the present condition of project. Any changes, i.e. delays/less efficiencies in the output caused by reasons specific site related issues that which are beyond the control of an experienced contractor, would incur additional time & cost. Considering the above, the bidder request Authority to either (a) delete the highlighted portion of the referred clause or,(b) suitably modify the same.</p>	
Volume-3, Section-5: Bill of Quantities				
15.	Section-C 'BOQ for Head Race Tunnel from Station 0.00 m to 100.00 m' Item No. 1.1	Excavation in tunnelling in HRT by conventional method of drill and blast, providing arrangements for lighting and ventilation, transporting the excavated material and depositing it in regular layers with necessary levelling and stockpiling the useful material as and where directed with all lifts and lead upto 1 km from portal in all types of rock classes except extremely poor rock class.	Bidder noted that Single Quantity Item is allowed for Underground excavation for HRT Tunnel i.e. 100 m irrespective of rock classes/types. As actual rock types/classes likely to be encountered during the execution of contract are beyond the control of the contractor, Bidder request Authority to introduce/bifurcate the referred item in to various different types/classes of rock as mentioned below: a. Class I, II, II b. Class IV & V	Existing provisions shall prevail

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16.	Section-A & B Item No. 12.2, Section-C Item No. 9.2 'Dewatering'	Dewatering by pumping in underground construction Sites (measured in terms of electric energy consumed by dewatering pumps) using electric pumps including design of dewatering system, excavation of drainage trenches and sumps, providing, installation and removal of all pumps, sumps, supply, installation and removal of pipe lines and other accessories, moving of pumps and pipes to different locations and operation and maintenance of dewatering system. The pumps and other accessories shall remain contractors property after the use.	Bidder request Authority to either (a) allow similar payment for Diesel-operated dewatering pumps as well or (b) Kindly delete the word "using Electric Pumps".	Payment for dewatering to be done as per existing provisions in the bid document.
17.	Section-A & C Item No. 4.2, Section-B Item No. 6.2 'Shotcrete-SFRS'	Production, supply and application of Steel Fibre Reinforced Shotcrete (SFRS) as per mix design including preparation and cleaning of surfaces, placing of plug gauges for control of layer thickness and removal of rebound, temporary protection and curing including admixtures and but excluding reinforcement with 10mm maximum aggregate size.	Bidder understands that the cost of steel fibre shall be included in the quoted price of SFRS shotcrete. And, cost of wire-mesh will be paid separately. Kindly confirm that the bidder understandings are correct.	Bidder is requested to refer Clause No. 9.16.1 (ii) and clause no. 9.16.2 under Chapter-9 'Shotcrete' of TS
Volume-4, Section-6: Technical Specifications				
18.	Chapter-5 'Surface/Open Excavation' Clause No. 5.14.6 (xiv)	No measurement for Payment or Payment will be made for the following: Construction of temporary protection walls, temporary bunds/dykes required for completion of head pond.	As quantum/magnitude of temp protection/bunds/dykes which are required to be constructed could not be evaluated accurately at this bidding stage and, also considering the invited tender is under item rate contract, Bidder request Authority to include items in the BOQ by suitably modifying the relevant clauses in other part of the bid document.	Existing provisions shall prevail

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19.	Chapter-6 'Underground Excavation' Clause No. 6.5 (iii) 'Excavation Lines and Tolerances'	The B-line (Pay Line) as shown on the drawings, is the line beyond and parallel to A-Line (minimum excavation line), at which the payment for excavation will be made, even if the actual excavation is between the minimum excavation line and the pay line. Unless specifically mentioned otherwise, the pay line for underground excavations (tunnels, shafts, Chambers & multijunctions etc.) shall be taken as 100 mm beyond the minimum excavation line for all classes of rock including extremely poor rock.	Bidder request Authority to increase current provision of the B-Line i.e. 100 mm beyond the min excavation line atleast 200 mm incase of Classes IV, V.	Existing provisions shall prevail
20.	Chapter-9 'Shotcrete' Clause No. 9.6 (ii) 'Mix Design and proportioning'	The mix proportions of cement, aggregates and permitted admixtures in each class shall be determined by the contractor and shall be subject to the approval of the Engineer. The mixes shall be such as to permit placement without excessive rebound and segregation.	Bidder request Authority to mention the nominal cement mix content to be used for production of shotcrete in similar lines defined for cement concrete.	Existing provisions shall prevail. Further, as no nominal quantity of cement for shotcrete has been specified in the TS, Cement variation for shotcrete will not be considered.
21.	Chapter-9 'Shotcrete' Clause No. 9.16.1(ii)	<p>Measurement and Payment for Shotcrete</p> <p>For various thicknesses of shotcrete/SFRS payment will be made at the Unit Rates entered in the Bill of Quantities, which shall include the entire cost of, but not be limited to, the following:</p> <p>(a) All labour, plant and materials including cement, admixtures, steel fibre, micro silica etc. except steel wiremesh reinforcement.....</p>	Bidder understands that the cost of steel fibre shall be included in the quoted price of SFRS shotcrete. And, cost of wire-mesh will be paid separately. Kindly confirm that the bidder understandings are correct.	Bidder is requested to refer Clause No. 9.16.1 (ii) and clause no. 9.16.2 under Chapter-9 'Shotcrete' of TS
22.	Chapter-13 'Cement Concrete'	<p>Proportioning of Concrete:</p> <p>The following table shows, in general the anticipated classes of concrete required in various sections of work. The specific class</p>	Bidder understands that Max size of 40 mm aggregate, as per the mix design mentioned in the TS, will be allowed to be used in M10 plum concrete of the entire quantity	Existing provisions shall prevail

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	Clause No. 13.5.1 (iii)	<p>of concrete to be used in each area will be shown on the construction drawing or designated by Engineer</p> <table border="1" data-bbox="499 363 1037 948"> <thead> <tr> <th data-bbox="499 363 584 592">Class of concrete</th> <th data-bbox="584 363 689 592">Max. size of aggregate. (mm)</th> <th data-bbox="689 363 777 592">Nominal cement content (kg/m³)</th> <th data-bbox="777 363 864 592">Max. slump (mm)</th> <th data-bbox="864 363 952 592">28-day strength (N/mm²)</th> <th data-bbox="952 363 1037 592">Location (Tentative)</th> </tr> </thead> <tbody> <tr> <td data-bbox="499 592 584 619">...</td> <td data-bbox="584 592 689 619">...</td> <td data-bbox="689 592 777 619">...</td> <td data-bbox="777 592 864 619">...</td> <td data-bbox="864 592 952 619">...</td> <td data-bbox="952 592 1037 619">...</td> </tr> <tr> <td data-bbox="499 619 584 783">M10</td> <td data-bbox="584 619 689 783">80</td> <td data-bbox="689 619 777 783">150</td> <td data-bbox="777 619 864 783">50</td> <td data-bbox="864 619 952 783">10</td> <td data-bbox="952 619 1037 783">Lean and Plumb Concrete</td> </tr> <tr> <td data-bbox="499 783 584 948">M10</td> <td data-bbox="584 783 689 948">40</td> <td data-bbox="689 783 777 948">220</td> <td data-bbox="777 783 864 948">50</td> <td data-bbox="864 783 952 948">10</td> <td data-bbox="952 783 1037 948">Lean and Plumb Concrete</td> </tr> </tbody> </table>	Class of concrete	Max. size of aggregate. (mm)	Nominal cement content (kg/m ³)	Max. slump (mm)	28-day strength (N/mm ²)	Location (Tentative)	M10	80	150	50	10	Lean and Plumb Concrete	M10	40	220	50	10	Lean and Plumb Concrete	<p>required for protection wall & other structures. Kindly confirm that the bidder's understanding is correct.</p>	
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