



Clarifications No. I

Subject: (PCD-287/2026) “Strengthening and Maintenance of Project Access Road Chainkuty-Diding (Power House) Road RD 0.00 to 28.4 KM of Arun-3 HEP (900MW) at Distt. Sankhuwasabha, Nepal”.

In response to the requests for clarification received from prospective bidders in respect of the subject e-Tender, the clarifications to the queries of bidders are as under:

Sr. No.	Existing Provision in Bid document	Summary of Clarifications Requested	Response/ Comments
1.	NIT Sr. No. 3(ii) & 3(iii) / ITB Clause 3.2(b) & 3.2(c) Technical Criteria; Bidder as Joint Venture “In case of Joint Venture ... each Partner of JV should meet the qualification Criteria in proportion to percentage participation in the Joint Venture. Further, the lead partner shall have minimum 51% participation. The other partner shall have minimum 20% participation.”	Bidder has requested to clarify how the proportional requirement applies to the technical (experience) criterion, i.e.: (a) whether each partner's required experience is to be calculated by applying its percentage participation to the value of each similar work specified in ITB 3.2(b) (NPR 30,23,97,862 / NPR 18,89,98,664 / NPR 15,11,98,931), with every partner satisfying its own proportionate value individually; or (b) whether the experience of the JV partners will be considered on a combined basis, so JV as a whole must satisfy the stated number and value of similar work.	In case of a Joint Venture, each partner shall individually meet the qualification criteria in proportion to its percentage participation in the JV, as provided at NIT Sr. No. 3(iii) / ITB Clause 3.2(c). For the Technical Criteria, each partner shall have executed similar work(s) of value not less than its percentage participation in the JV for each value of similar work. Illustration: (JV with 60% : 40% participation, relying on the ‘one similar work’ option): Lead Partner – one similar work of not less than NPR 18,14,38,717 (60% of NPR 30,23,97,862); other partner – one similar work of not less than NPR 12,09,59,145 (40% of NPR 30,23,97,862).
2.	NIT Sr. No. 3(ii) & 3(iii) / ITB Clause 3.2(b) & 3.2(c)	Under the per-partner reading, whether the number of works required under the chosen option (one, two or three) can be met by each partner separately, or whether the works must be in the name of the Lead Partner.	Each partner shall meet the Technical Criteria independently under any one of the three options stipulated at NIT Sr. No. 3(ii) / ITB Clause 3.2(b), on the basis of similar work(s) executed by that partner itself (as sole Contractor / sub-contractor / JV member).

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			The number of works required under the option (one, two or three) relied upon by a partner shall be met from that partner's own works.
3.	NIT Sr. No. 3(i) & 3(iii) / ITB Clause 3.2(a) & 3.2(c) Financial Criteria – Average Annual Turnover of NPR 11,33,99,198/-	Whether the proportional requirement for average annual turnover is applied to each partner in the same manner, i.e. each partner's average turnover must be at least its percentage participation multiplied by the stated amount.	The Average Annual Turnover of each partner during the last three financial years ending 15th July, 2025 shall be not less than its percentage participation in the JV. Illustration: (60% : 40%): Lead Partner – NPR 6,80,39,519 and other partner – NPR 4,53,59,679. The supporting documents stipulated at NIT Sr. No. 3(i) / ITB Clause 3.2(a) shall be furnished for each partner separately.
4.	NIT Sr. No. 3(ii) / ITB Clause 3.2(b); Qualification Information Form-B, Note (iii) “In case work has been executed as JV, value of the work executed shall be considered in proportionate to percentage participation in JV.”	Where a similar work was executed by a partner as a member of another JV, the value counted will be that partner's percentage share in that JV, and that a copy of the JV agreement with the completion certificate is sufficient proof.	The value considered shall be the partner's percentage share in that JV applied to the value of work executed. In support, the bidder shall submit a copy of the JV agreement (showing the percentage share), along with the award letter / contract agreement and the successful completion certificate issued by the client, as required under NIT Sr. No. 3(ii) / ITB Clause 3.2(b) and Note (iii) of Form-B. The percentage share of the partner shall be evident from the documents submitted alongwith the bid.
5.	NIT Sr. No. 3(ii) & 3(iii) / ITB Clause 3.2(b) & 3.2(c)	Bidder has requested to confirm that if the same Joint Venture (with the same partners) which executed the past work submits a bid, the full value of that work experience certificate will be considered for the bidding JV and the JV will be treated as qualified.	Existing provisions of the bid document shall prevail. Please refer sr. 1, sr. no. 2 and sr. 3 above.
6.	NIT Sr. No. 3(ii) / ITB Clause 3.2(b) Experience of Similar Work(s) during last seven (07) years.	Bidder has requested to confirm whether the Nepal Rastra Bank price index will be applied to update the value of work experience certificates to present value.	Existing provisions of bid document shall prevail.
7.	ITB Clause 16.2(e) & 17.2; NIT Sr.	Bidder has requested to confirm that, in	Ref. Corrigendum No. 1

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	No. 13; Information & Instructions for Bidders Clause 1.2 Signing of Bid; Digital Signatures	case of a JV bid, only the authorized signatory of the Lead Partner (holding the Power of Attorney) is required to hold a valid Class III DSC (signing & encryption) and to sign and upload the bid, and that the second partner is not required to hold a DSC or to register separately on the e-tender portal.	
8.	ITB Clause 17.1; Section-V (Form 4 – Power of Attorney of Lead Member of the Consortium/JV); Integrity Pact Clause 9.3	Bidder has requested to confirm that the documents to be signed by the second partner (Power of Attorney of Lead Member, Integrity Pact and JV/Consortium Agreement) may be signed physically by its authorized representative under its seal, with supporting board resolution/authorization, scanned and uploaded by the Lead Partner's authorized signatory under the Lead Partner's DSC, with the originals submitted by the physical submission deadline.	The Power of Attorney of Lead Member (Section-V, Form 4), the Integrity Pact (Schedule-H) and the JV/Consortium Agreement shall be signed by the authorized representative of each JV partner under its seal, with copy of the board resolution/authorization in favour of the executant attached. These shall be scanned and uploaded on the e-tender portal by authorized signatory under his DSC. The original documents i.e. Original Bank Draft / FDR / BG / Manager Cheque in case EMD has not been paid through e-mode, Power of Attorney of Lead Member and Power of Attorney of the signatory of the bid, all pages of the Integrity Pact signed by all JV partners (Integrity Pact Clause 9.3), and the JV/Consortium Agreement attested by Notary Public, shall be submitted by the deadline for submission of offline bids, i.e. 02.11.2026 (1730 Hrs), as per NIT Sr. No. 1.11 and ITB Clause 17.1.
9.	ITB Clause 3.1, 10.3 & 17.2; Section-III Tender Form, Forms of Declaration and Undertaking, Qualification Information Forms and Schedules	Bidder has requested to clarify whether the Tender Form, Form of Declaration, Declaration regarding Fraud and Corruption, Undertaking regarding Blacklisting, Related Party Declarations and Qualification Information Forms A and B are to be signed by the Lead Partner's authorized signatory on behalf of the JV only, or by each JV partner separately; and whether the second partner's turnover and	In case of a JV bid: (a) To be signed and stamped by the Lead Partner's authorized signatory on behalf of the JV: Tender Form, Form of Declaration, Declaration regarding Fraud and Corruption, Bank Account Details and Schedules B, C, D & E. (b) To be submitted separately by each JV partner, signed and stamped by its own authorized representative: Undertaking regarding Blacklisting (in view of ITB Clause 2.1), Related

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		experience details may be furnished on a separate Form A/B signed by it.	Party Declarations (Schedule-F and Schedule-G, as applicable), and Qualification Information Form-A (Average Annual Turnover) and Form-B (Construction Experience) along with respective supporting documents. Accordingly, the second partner's turnover and experience shall be furnished on a separate Form-A and Form-B signed by it.
10.	ITB Clause 3.1(g) & 10.3 (S. No. 3); NIT Sr. No. 4(i) Photocopy of VAT/PAN and Company Registration, Certificate of Incorporation, MOA & AOA	Bidder has requested to confirm that company documents (PAN/VAT registration, company registration certificate, MOA/AOA and supporting certificates) are to be submitted for each JV partner separately.	The company documents (VAT/PAN registration, company registration/certificate of incorporation, MOA & AOA) shall be submitted for each JV partner separately, along with the board resolution/authorization in favour of the authorized representative of each partner.
11.	NIT Sr. No. 13; Information & Instructions for Bidders Clause 1.2 “... Digital Signatures (Class III with signing & encryption both) ... can be obtained from any of the authorized agencies in Nepal.”	Bidder has requested to confirm that Class III DSCs issued by licensed certifying authorities in Nepal are accepted on the SJVN e-tender portal.	Existing Provisions shall prevail. Refer ‘INFORMATION & INSTRUCTIONS FOR BIDDER’ in the Bid Document.
12.	GCC Clause 13 – Advances and Recovery thereof “Not applicable (Clause Deleted from Sr. No. 13.1 to 13.6)” SCC Clause 21 “No mobilization or demobilization charges will be paid extra to the contractor.”	Bidder has requested provision of mobilization advance of 20% of the Contract Price against unconditional bank guarantee from a Class ‘A’ commercial bank of Nepal, recoverable from running account bills, in view of the completion period of 7 months for Part-A at a remote site.	Existing provisions of bid document shall prevail.
13.	GCC Clause 46 – Price Adjustment/Variations “Deleted without change in Sr. no.”	Bidder has requested inclusion of a price adjustment provision, at least for Part-B (2-year maintenance) and for works executed beyond 12 months from the bid date.	Existing provisions of bid document shall prevail.
14.	GCC Clause 39 – Time for Completion and Extensions “... No extension in time on account	Bidder has requested that extension of time be allowed for abnormal or prolonged rainfall, landslides and road blockages beyond the contractor's control, as Part-A	Existing provisions of bid document shall prevail.

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	of rains shall be admissible.” SCC Clause 20 – LD Charges Segment-1: 125 days, Segment-2: 180 days, Segment-3: 150 days	is likely to run into the monsoon season.	
15.	GCC Clause 55 – Arbitration “Arbitration will be by sole arbitrator. SJVN Arun-3 Power Development Company Private Limited shall appoint and designate one of its officer as a Sole Arbitrator ...”	Bidder has requested a neutral arbitration mechanism, with each party appointing one arbitrator and the two arbitrators appointing the presiding arbitrator, under the Arbitration Act, 2055.	Existing provisions of bid document shall prevail.

These clarifications shall form part of the Bidding Document. All other terms and conditions of the Bidding Document remain unchanged. **Bidders are advised to refer to Corrigendum No. 1 issued separately.**

For & on the behalf of SAPDC,

Sd/-

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No. SAPDC//P&C/PCD-287/2026-668

Date: 15.10.2026