

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-3 HEP/PCD-232/2022-711

Dated: 28.08.2022

NOTICE INVITING TENDER/QUOTATIONS (NIT/NIQ)/TENDER DOCUMENT

Sealed quotations are herewith invited by SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC/Employer) from the eligible Bidder/Suppliers of Nepal for “**Annual Maintenance Contract (AMC) for Fire Extinguishers in offices and residential buildings of SAPDC at Tumlingtar & Project sites at Dovan, Phaksinda, Pukhuwa & Janakpur in Nepal for the period of one year as per BOQ at Annexure-A & Scope of work at Annexure-B (PCD-232/2022)**” as per the details provided here-in-below: -

Sr. No.	Description	Remarks
1.	Bill of Quantities (BOQ)	Refer <i>Annexure 'A'</i>
3.	Scope of work	Refer <i>Annexure 'B'</i>
4.	Form of declaration	Refer <i>Annexure 'C'</i>
5.	Bank Account Details	Refer <i>Annexure 'D'</i>

TERMS & CONDITIONS (T&C):

1. Submission of Bid: -

The bidder must submit the bid in the following **two separate sealed envelopes {PART-I (Envelope-1) & PART-II (Envelope-2)}** clearly indicating the contents therein duly super scribed as under and these two envelopes should be enclosed in a single sealed envelope/cover super scribed as “Annual Maintenance Contract (AMC) for Fire Extinguishers in offices and residential buildings of SAPDC at Tumlingtar & Project sites at Dovan, Phaksinda, Pukhuwa & Janakpur in Nepal for the period of one year as per BOQ at Annexure-A & Scope of work at Annexure-B (PCD-232/2022)” and submitted at the address of the undersigned and must reach this office through courier or by post or by hand on or before **18.09.2022 by 1500 Hrs.** and same shall be opened on **19.09.2022 at 1600 Hrs.** in presence of authorized representative of firms who choose to attend.

Further, In the “Techno-Commercial” part *{i.e in PART-I (Envelope-1)}* of the bid the bidder shall not give any indication about the bid price in any manner whatsoever. Non-compliance of this provision may result in the rejection of bid.

PART-I (Envelope-1): -

- Original Earnest Money Deposit (EMD) (as per Sr. No.10).
- The firm shall submit PAN/VAT/Registration certificate.
- Duly filled in & signed ‘Form of declaration’ as per Annexure-D.
- Bank Account Details as per Annexure-E.

PART-II (Envelope-2):-

Price bid:- Comprising of Price Bid at Annexure-A i.e., duly filled, signed and stamped in Bill of Quantities (BOQ).

2. Opening of Bid:-

The bid shall be opened in the following sequence:-

- i. First, the envelope Part-I shall be opened.
 - ii. Part –II (Price Bid) shall be opened subsequently, if no clarification is required from the Bidder(s). In case clarification is sought from the Bidder(s), separate intimation shall be given for opening of Price Bid(s) of responsive bidder(s).
3. No material and T&P will be issued by SAPDC.
 4. **Completion period/Contract Period:** Completion period/Contract period shall be one (01) year to be reckoned from date of issuance from Supply Order/Letter of Acceptance (LOA) complete in all respect as per scope of work. Further, contract period may be extended for another one year on same rates, terms & conditions on mutual understanding if the services provided/work done by the agency/contractor as found satisfactory.
 5. **Bid Validity:** The bid (s) shall be valid for 90 days from the opening of bid(s).
 6. **Prices:-** The supplier/bidder shall offer rates & prices “on Firm Price Basis”. The quoted rates for item(s) shall be inclusive of VAT, all other taxes & duties, transportation, loading & unloading, Traveling, Lodging & boarding expenses, all incidentals, ancillaries charges, all other impositions as may be levied under the applicable law on the date of submission of bid etc. charges and SAPDC shall not bear anything extra on this account. Any statutory variation in the rate of taxes after the last date of submission of bid (if any), during the currency of the contract including extension thereof shall be reimbursed/adjusted on production of documentary proof.

Rates & amount should be filled in both figures and words. In case of ambiguities in between the rate in figures and the rate in words, the rate quoted in words shall prevail and the amount shall be corrected accordingly. The SAPDC reserves the right to adjust arithmetical or other errors in any tender/quotation in the way which it considers suitable.

Further, only unconditional discount offered at appropriate place in the BOQ shall only be considered for evaluation of the bid, discount offered at any other place or in any other document/letter submitted by the bidder alongwith the bid shall not be considered for the purpose of evaluation as well as award. Further, the bidder shall quote rate and amount inclusive of VAT, any other charges/taxes/VAT mentioned at any other place/document/letter by the bidder/supplier shall also for not be considered evaluation as well as award.
 7. The contract price will remain unchanged during the period of contract and no escalation is payable at any circumstances.
 8. The quantities of BOQ may vary positive or negative as per actual requirement at site. However rates will be firm during the period of contract and shall hold good for both positive & negative deviation.

9. **Payment:** The payments will be made in the following manner:

- (i) 100% Payment will be made on submission of bill and after the completion of visit by the firm/contractor subjected to verification by the EIC. Further, payment against item No. 2 to 8 of BOQ will be made as per actual on submission of bill & upon recommendation of EIC.

10. **Earnest Money Deposit (EMD):**

- a. EMD amounting to **NPR 15,000/-** shall be required to be submitted with the proposal in either of the form:

Earnest Money shall be submitted in the shape of Bank Draft/Manager Cheque/FDR (duly pledged in favour of **SAPDC-NPR CONSTRUCTION ACCOUNT**)/ Bank Guarantee in favor of **SAPDC-NPR CONSTRUCTION ACCOUNT** payable at Khandbari, acceptable to SAPDC for an amount as mentioned above. Bank Guarantee may be in the format provided in tender document.

Any bid not accompanied by an acceptable Earnest Money Deposit shall be declared non-responsive and outrightly rejected by the Employer and their Part-II (Price Bid) bid shall not be opened.

- b. EMD of the bidder shall be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect or if the bidder does not accept the correction of bid price pursuant to clause 7 of tender document within the period of validity of the bid or adopts corrupt or fraudulent practices or in the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Performance Security Deposit in pursuant to clause No. 12 & 13 of tender document.
- c. The EMD of unsuccessful bidders shall be released within 28 days without any interest after the issuance of Letter of Acceptance to the successful bidder(s)/supplier(s) and the EMD of the successful bidder shall be released within 28 days after the submission of Performance security.
- d. No interest shall be payable by SAPDC on EMD.

11. **Award Criteria:**

- (i) The bid shall be evaluated on overall basis and the award shall be made based on the lowest rate/Amount quoted by the Bidder/Supplier for whole work/assignment as per Annexure-A in the Bill of Quantities.
- (ii) If, Bidder(s) quote Zero/Nil/left Blank/(-)rate(s) against any item(s) of BOQ then it will be presumed that bidder(s) has/have loaded the rate(s) for that item(s) in any other item(s) of the BOQ. In that case Zero(0) rate(s) shall be considered for the purpose for evaluation as well as award.

12. **Performance Security:-** 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 10% (Ten percent) of the Contract Price.

The Performance Security Deposit shall be in the form of a demand draft / FDR / Banker Cheque (**in favour of SAPDC-NPR CONSTRUCTION ACCOUNT**) issued by a Class A bank situated in Nepal acceptable to SJVN Arun-3 Power Development Company Private Limited. The bidder may also submit the same in the form of irrevocable, valid and fully enforceable Bank Guarantee (may be in the format provided in the tender document at Annexure-II) in favour of **SAPDC-NPR CONSTRUCTION ACCOUNT** in the prescribed form from a Class A bank situated in Nepal acceptable to SJVN Arun-3 Power Development Company Private Limited which shall be valid till 45 (Forty-five) days beyond contract Period. The performance guarantee will be returned to the contractor within 30 days after completion of assignment without any interest and “Satisfactory Performance Certificate” issued by Engineer-in- Charge/OIC.

13. Failure of the successful Bidder to comply with the requirements of Clause at sr.no. 12 of tender document shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money Deposit. He will also be debarred from participating in bids invited by the Project for one year.
14. **Liquidated Damages (LD)/Penalty:** In case of delayed services i.e. beyond 10 days from date of intimation by EIC, LD @ 0.5% per day shall be levied subjected to maximum 5% of the contract price which shall be deducted/enchased from the performance security deposited. Further, SAPDC reserves the right to terminate the contract after levy of maximum LD without serving any prior notice to firm/agency.
15. **Force Majeure:** The term "Force Majeure" shall herein mean riots (other than among the Vendor's employees), Civil Commotion (to the extent not insurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires not caused by Vendor's negligence and other such causes over which the Vendor has no control and are accepted as such by the Officer-in-Charge (OIC), whose decision shall be final and binding. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party alleging that it has been rendered unable as aforesaid, thereby shall notify within 10 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause. Extension of time without levy of LD shall be provided during the period of occurrence of Force Majeure event, however no cost compensation shall be provided.
16. **Resolution of Dispute:** In case of any dispute or difference that arises out of the subject cited supply, the same shall be referred to the Sole Arbitrator, who shall be appointed by the CEO, Arun-3 HEP, SAPDC, Tumlingtar. The award of the arbitrator shall be final and binding on both the parties.
Courts of Chainpur (Nepal) shall have exclusive Jurisdiction for adjudication upon the dispute arising out of the subject cited supply between the parties.
17. Corrigendum/Addendum, if any to NIQ shall be uploaded only on <http://sjvn.nic.in/tender.htm> & <http://www.sapdc.com.np/pages/tender>.
18. SAPDC reserves the right to reject any or all the tenders without assigning any reason thereof.
19. For any enquiry/clarification for submission of bid and any other information, the Bidders may contact to:-

Name	Designation	Contact No.	Address
Er. Rakesh Singh	Chief Engineer (P&C)	Mob.:- +977-9852099789	Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal.

20. **General Information:**

Access to Project Sites:

To reach the site of Arun-3 HPP Nepal the nearest broad-gauge railway station is Jogbani, Bihar (India) and further by road up to Tumlingtar is about nearly 264 Km. Jogbani in Bihar is

a city of India with Nepal border and is just 6.00 Km. from Biratnagar (a major industrial town of Nepal).

Road conditions in different road segment en-route are as under:

- a. Jogbani to Hile:- Hile is located at a distance of 118 Km from Jogbani and the existing road up to Hile is black topped road and in good condition. Hile is at EL 1920 m from sea level.
- b. Hile to Tumlingtar (Hill road route):- This route is about 111 Km and the road partially is black topped and kuchhaup to Chainpur (EL 1285m) and Chainpur to Tumlingtar is black top.
- c. Tumlingtar is also connected to Kathmandu and Biratnagar by air by around thirty five minutes journey.

For & on the behalf of SAPDC

Sd/-

Chief Engineer (P&C)

Satluj Bhawan, Arun Sadan,

SAPDC, Tumlingtar,

Distt. Sankhuwasabha, Nepal

Ph. +977-29-575154,

E-mail Address: pnc.sapdc@gmail.com

BILL OF QUANTITIES

Name of Work/Assignment: (PCD-232/2022)“ Annual Maintenance Contract (AMC) for Fire Extinguishers in offices and residential buildings of SAPDC at Tumlingtar & Project sites at Dovan, Phaksinda, Pukhuwa & Janakpur in Nepal for the period of one year”

Sr. No	Description of items	Unit	Qty	Rate (NPR) Inclusive of VAT & all other taxes & duties, transportation Traveling, Lodging & boarding expenses etc. charges		Amount (NPR) Inclusive of VAT & all other taxes & duties, transportation Traveling, Lodging & boarding expenses etc. charges
				In Figures	In Words	
1.	Visit for maintenance of fire extinguishers and fire buckets (at SAPDC Office, Tumlingtar & Project sites at Dovan, Phaksinda, Pukhuwa & Janakpur in Nepal each site in each visit) (Quarterly i.e. 4 visit in a year).	Per Visit	4			
2.	Refilling of CO ₂ fire extinguishers 2 Kg	No.	10			
3.	Refilling of CO ₂ fire extinguishers 4 Kg	No.	2			
4.	Refilling of ABC type fire extinguishers 4 Kg	No.	95			
5.	Refilling of ABC type fire extinguishers 6 Kg	No.	12			

6.	Refilling of ABC type fire extinguishers 9 Kg	No.	4			
7.	Bend Horne	Each	38			
8.	Foam Type 9 ltr Capacity	Each	5			
Total Amount (NPR) Inclusive of VAT & all other taxes & duties, transportation Traveling, Lodging & boarding expenses etc. charges complete in all respect as per scope of work						
Overall Discount offered, if any (%)						
Net Amount (NPR) after discount						

Note:

- 1) Only unconditional discount offered at appropriate place in the BOQ shall only be considered for evaluation of the bid, discount offered at any other place or in any other document/letter submitted by the bidder alongwith the bid shall not be considered for the purpose of evaluation as well as award. Further, the bidder shall quote rate and amount inclusive of VAT, any other charges/taxes/VAT mentioned at any other place/document/letter by the bidder/supplier shall also for not be considered evaluation as well as award.
- 2) The quantities of BOQ are Indicative and the BOQ quantity may vary positive or negative as per actual requirement at site. However, rates will be firm during the period of contract and shall hold good for both positive & negative deviation

Date:

Place:

For and on behalf of the bidder /Supplier

.....

(Signature of authorized representative of the Bidder/Supplier, along with his name, Seal of Company)

SCOPE OF WORK (PCD-232/2022)

- i. Open the Fire Extinguisher and check the pressure level and maintain it. The detail of fire extinguishers and fire buckets has been attached as **Annexure I**.
- ii. Examine the extinguisher body for corrosion. Damaged and corroded extinguishers should be removed from service.
- iii. Refill the ABC type, F o a m and CO₂ fire extinguishers as and when required.
- iv. Pasting of Serial No slip and inspection slip (Minimum size 12 Cm x 18 Cm on sticker paper) having filling, refilling and inspection date with signatures of the person inspecting the fire extinguishers, as directed by EIC.
- v. Maintaining inspection register of the fire extinguishers.
- vi. Checking the seal of Co₂ fire extinguishers.
- vii. Checking vent hole, discharge tube/nozzle, cap assembly etc.
- viii. All other items of work, services which are not specifically mentioned in the contract but are considered essential for maintaining the fire extinguishers/Fire buckets, will form the part of the contract and accordingly the charges/amount for the same is deemed to be included in the contract price.
- ix. It may be noted that the SAPDC Arun-3 HEP Projects sites are located at Tumlingtar, Pukhwa, Phaksinda and Janakpur, where fire extinguishers are to be inspected & maintained.
- x. Contractor shall arrange own Traveling, Lodging and boarding facilities and expenses towards the same should be included in the quoted prices and nothing will be paid extra on this account by the SAPDC.
- xi. All other items of work, services which are not specifically mentioned in the contract but are considered essential for maintaining the fire extinguishers, will form the part of the contract and accordingly the charges/amount for the same is deemed to be included in the contract price.
- xii. The quantities of BOQ may vary positive or negative as per actual requirement at site. However, rates will be firm during the period of contract and shall hold good for both positive & negative deviation.

Details of Quantity

Name of work:- AMC of Fire Extinguishers in offices and residential buildings of SAPDC at Tumlingtar, Dovan, Phaksinda, Pukhuwa & Janakpur in Nepal for the year 2022-23 (01.04.2022 to 31.03.2023).

Sr. No.	Description	Unit	ABC (4 Kg)	ABC (6 Kg)	ABC (9 Kg)	CO ₂ (2 Kg)	CO ₂ (4 Kg)	FOAM TYPE (9 LTR.)	Remarks
A	Tumlingtar								
1	A-Office Building (Everest Bhavan)								
	Ground Floor	Nos.	6	2		5			
	First Floor	Nos.	6			3			
	Main Gate	Nos.	2			2			
2	B- Residential Building (Sutluj Bhavan)								
	Ground Floor	Nos.	4	2		3			
	First Floor	Nos.	4			2			
3	C- Near DG Set	Nos.			1		2	2	
4	TC (Everest Bhavan)	Nos.	16	2		16			
B	Power House Pukwa								
1	Office	Nos.	4						
2	TC	Nos.	4	1	1	1		1	
C	Dam Site Phakshinda/Dovan								
1	New TC	Nos.	4	2		1			
2	Old TC	Nos.	4			1			
3	Battery Room	Nos.					1		
4	Block 1	Nos.	4			1			
5	Block 2	Nos.	6	2		1			
6	Block 3	Nos.	6			1			
7	Block 4	Nos.	3						
8	Block 5	Nos.	2						
9	DG Room	Nos.			1		1	2	
10	Dame Site Office	Nos.	4						
D	POTA Cabin (DAM & POWER HOUSE SITE)	Nos.	10						
E	Janakpur	Nos.	6	1	1	1			
	Total	Nos.	95	12	4	38	4	5	

FORM OF DECLARATION

M/s-----**(name of Bidder/Supplier)** having its registered office at ----- (hereinafter referred to as ‘the Bidder/Supplier’) having carefully studied all Terms and conditions, scope of work & Technical specifications, BOQ etc. and all corrigendum (if any) pertaining to the “Annual Maintenance Contract (AMC) for Fire Extinguishers in offices and residential buildings of SAPDC at Tumlingtar & Project sites at Dovan, Phaksinda, Pukhuwa & Janakpur in Nepal for the period of one year as per BOQ at Annexure-A & Scope of work at Annexure-B (PCD-232/2022)” the local and site conditions and having undertaken to execute the said works.

DO HEREBY DECLARE THAT:

1. The Bidder is familiar with all the requirements of the Contract.
2. The Bidder has not been influenced by any statement or promise of any person of the Employer but only the Contract conditions.
3. The Bidder undertakes that the information furnished in the Bid is true and correct in all respects.
4. The Bidder undertakes that all the documents uploaded along with the NIT/NIQ have been read and there is no deviation from the terms and conditions of the NIQ including Corrigendum/Addendum (if any).

Date:

For and on behalf of the bidder /Supplier

.....

**(Signature of authorized representative of the Bidder/Supplier,
along with his name, Seal of Company)**

BANK ACCOUNT DETAILS

Sr. No.	Particulars	#To be filled by bidder(s)
1.	Name of Bidder as per Bank record	
2.	Bank account number	
3.	Bank name	
4.	Branch address	

#Copy of cancelled cheque may also be attached

For and on behalf of the bidder /Supplier

.....

**(Signature of authorized representative of the Bidder/Supplier,
along with his name, Seal of Company)**

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT

(Refer clause 13 of Tender Document)

Date:

To,

Name & Address of the Employer

We have been informed that(the “company”), having its registered office at has entered into a Agreement on(Insert LOA No. & date)22.... with you for the work of “Annual Maintenance Contract (AMC) for Fire Extinguishers in offices and residential buildings of SAPDC at Tumlingtar & Project sites at Dovan, Phaksinda, Pukhuwa & Janakpur in Nepal for the period of one year as per BOQ at Annexure-A & Scope of work at Annexure-B (PCD-232/2022)”

In accordance with the terms of the AGREEMENT, the Company is required to submit an unconditional and irrevocable, payable on-demand bank guarantee of NPR (Nepalese Rupees only), (the "**Security Amount**") to SAPDC for the due and faithful performance of the Company's obligations under the AGREEMENT (the "**Performance Security**") and we(name and address of the Bank, hereinafter called the "**Guarantor**") have at the request of the Company agreed to provide such Performance Security, being this Bank Guarantee (Performance Security) No.

On your first written demand, stating that (a) the Company is in default of its obligations under the AGREEMENT, or (b) the Company has not replaced this Performance Security with another performance security issued on the same terms at least fourteen (14) days prior to the Expiry Date (as hereinafter defined), we, the Guarantor as primary obligor hereby expressly, unconditionally and irrevocably undertake to pay to SAPDC, without demur, reservation, protest and any reference to the Company or the AGREEMENT the amount specified in such demand, provided that the total of all demands shall not exceed the sum of the Security Amount. You shall not be required to prove or show grounds for your demand or the sum specified therein. It is clarified further that your demand shall be conclusive evidence to us that such payment is due under the terms of the AGREEMENT. It shall not be necessary, and the Guarantor hereby waives any necessity, for SAPDC to proceed against the Company before presenting to the Guarantor its demand under the Performance Security.

The term of this Performance Security shall commence on the date of its issuance and shall expire on the date 45 days beyond the contract Period (the "**Expiry Date**").

All claims, if any, in respect of this Performance Security must be received by the Guarantor on or before the Expiry Date.

This guarantee is subject to Uniform Rules for Demand Guarantees ICC Publication No. 758, except that the provisions of Article 26 are hereby excluded and shall be governed by and construed in accordance with the Laws of Nepal and will be subject to the jurisdiction of the courts of Nepal.

The Performance Security shall not be affected by any change in the constitution of the Guarantor or of the Company.

Notwithstanding anything contained hereinabove:

(1) Our liability under this Guarantee shall not exceed the Security Amount

- (2) Any demand may be brought by SAPDC under this Guarantee up to close of business on the Expiry Date.
- (3) We shall be liable to pay any amount under this Guarantee or part thereof only if we receive a claim or demand in writing within banking hours at our branch on or before the Expiry Date and if no such demand has been received by us by that time and date, all rights to bring any demand under this guarantee will cease.

Notwithstanding sub-section (2) and (3) above, all claims made by SAPDC on or before the Expiry Date shall, subject to sub-section (1) above, be honoured by the Guarantor where payment in respect of such demands have not been made by the Expiry Date.

This guarantee (or any of its proceeds) is not assignable and is not transferable in whole or in part.

Upon payment by the Guarantor in respect of all claims or demands made by SAPDC under this Bank Guarantee on or before the Expiry Date, this guarantee automatically becomes null and void whether or not the original has been returned to us.

Signed for and on behalf of:

Name:

Designation:.....

Seal of the Bank:.....

Signed for and on behalf of:

[Note: delete the following signature block if not applicable]

[Signed for and on behalf of confirming bank in Nepal:.....]

Name:.....

Designation:.....

Seal of the Bank:.....

Signed for and on behalf of:.....]