

एसजेवीएन अरुण-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 अरुण-3 जलविद्युत परियोजना
900 MW Arun-3 Hydro Power Project
Regd. No.: 111808/69/070



Ref. No.: SAPDC/P&C/Arun-3 HEP/PPR-189/2024-1012

Date: 29.11.2024

NOTICE INVITING QUOTATIONS (NIQ)

Sealed quotations are herewith invited by SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC/Employer) from the eligible Bidder/Suppliers of Nepal for **“Establishing an alternate Internet Connectivity Service (20 Mbps) via Optical Fiber cable for SAPDC Arun Sadan Complex, Tumlingtar, Sankhuwasabha, Nepal. For a period of one Year” - (PPR-189/2024)** as per the details provided here-in-below: -

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

TERMS & CONDITIONS (T&C):

1. Minimum Qualifying Requirements:

- The firm/bidder should be authorized Network Service Provider (NSP)/ Internet Service Provider (ISP) registered in Nepal for past 5 Years.
- The Internet Service Provider (ISP) shall be capable of providing 20/20Mbps Internet Connectivity Bandwidth via optical fiber with contention ratio of 1:1 & 97% guaranteed uptime on Internet and with no restriction up to subscribed speed and unlimited data usage volume.

2. 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 **“Establishing an alternate Internet Connectivity Service (20 Mbps) via Optical Fiber cable for SAPDC Arun Sadan Complex, Tumlingtar, Sankhuwasabha, Nepal, for a period of one year.”** (PPR-189/2024) and submitted at the address of the undersigned and must reach this office through courier or by post or by hand on or before **20.12.2024 by 1530 Hrs.** and same shall be opened on **20.12.2024 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):-

- i. Earnest Money Deposit (EMD) (as per Sr. No.9).
- ii. The firm shall submit PAN/VAT/Registration certificate.
- iii. Authorization certificate and the supporting Documents (i.e. copy of LOA /Contract agreement alongwith completion certificate for the services provided during last seven years (i.e. prior to the one month from the date of issuance of NIQ), for meeting the criteria laid down at Sr. No. 1.a & b. above.
- iv. Duly filled in & signed 'Form of declaration' as per Annexure-D.
- v. 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).

3. **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) of responsive bidder(s) shall be opened subsequently, if no clarification is required from the Bidder(s). In case clarification is sought from the Bidder(s), separate notification shall be issued for opening of Price Bid(s) of responsive bidder(s).

4. No material and T&P will be issued by SAPDC.

5. **Completion period/Contract Period:** Period of installation of service shall be 30 days from the date of issuance of Letter of Acceptance (LOA) or as per instruction from SAPDC, complete in all respect as per scope of work.

The period of contract shall be one (01) year to be reckoned from the issuance of Letter of Acceptance (LOA),

6. **Bid Validity:** The bid (s) shall be valid for 90 days from the date of opening of bid(s).

7. **Prices:-**

- i. The supplier/bidder shall offer rates & prices "on Firm Price Basis". The quoted rates for item(s) shall be inclusive of VAT. (**F.O.R:** SAPDC Office Complex Tumlingtar, Nepal).
- ii. 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.
- iii. 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 along with 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.

iv. The percentage (%) offered discount should be filled in both figures and words. However, if bidder does not Offer any discount on their quoted rate i.r.o any/all item(s) of Bill of Quantities (BOQ) at Annexure-A then the bidder must mention as Nil.

8. **Payment:**

Payment shall be made half yearly payment and within thirty (30) days after the submission of Invoice.

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

a. EMD amounting to **NPR 9,000/-** shall be submitted with the proposal in either of the form:

i. FDR (issued by a "A" Class Nepalese Bank/Scheduled Bank of India shall only be acceptable) duly pledged in favor of **SJVN Arun-3 Power Development Company Pvt. Ltd.**

or

ii. Bank Draft (in original)/Manager's cheque (issued by a "A" Class Nepalese Bank shall only be acceptable) in favor of **SAPDC-NPR Construction Account** payable at Khandbari.

or

Alternatively, Payment against EMD may also be made directly in the account of SAPDC as below. However, proof of same shall be submitted by the Firm/agency with the Proposal in Part-I (Envelope-I):

NPR Account Details: Everest Bank Limited

Name: SAPDC-NPR CONSTRUCTION ACCOUNT.

Acc. No. 00800105200477

Swift Code: EVBLNPKA

Bidders are advised and shall be responsible to ensure the receipt of net amount (excluding bank transfer charges) in above account before last date of submission of bids.

However, if Bidder/Firm opt for submission of Earnest Money Deposited (EMD)/Bid Security 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.

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 :

i. If bid withdrawn or amends its bid or impairs or derogates from the bid in any respect in the interval between the bid submission deadline and the expiration of the bid validity period.

or

ii. Adopts corrupt or fraudulent practices

or

iii. Does not accept the correction of the Bid Price.

or

- iv. EMD of the successful bidder/supplier shall be forfeited, in the event of non-compliance of Supply Order/Letter of Acceptance (LOA).
 - c. Bidder may modify or amends its bid or withdraw its bid after submission and before the prescribed deadline for bid submission.
 - d. The EMD of unsuccessful bidders shall be released within 28 days without any interest after the issuance of Letter of Acceptance of successful bidder.
 - e. The EMD of the successful bidder shall be released within 28 days after the receipt of completion certificate of Work/assignment, issued by OIC
 - f. No interest shall be payable by SAPDC on EMD.
10. **Award Criteria:**
The bid shall be evaluated on overall basis and the award shall be made to the Firm(s)/Agency(s) who has offered the lowest evaluated bid price (Ref. Annexure-A) for whole work as per Scope of work (Ref. Annexure-B) provided the evaluated Bid Price is within a reasonable variation of the estimated amount of Work.
11. **Liquidated Damages (LD)/Penalty:**
In case of delay, LD @ 0.05% of contract price per day of delay in completion of installation shall be levied subject to maximum of 5% of the contract price (cumulative or individual LD in terms of clause at Sr.No.11.
- In case of link failure, Supplier will fix the problem within 6 hours after SAPDC reports the problem. If the problem persists for more than 6 hours, SAPDC shall deduct one day's charge from the monthly recurring bill. If subsequent link failure exceeds more than 12 hours, every 12 hours is considered for 1 day charge deduction.
12. **Performance Security Deposit:**
- 12.1 Within 30 (thirty) days from the date of issue of the Supply Order/Letter of Acceptance (LOA), the successful bidder(s) shall deliver to the Employer a Performance Security equal to **5% (Five percent)** of the Contract Price valid till 60 days beyond Contract period.
- 12.2 The Performance Security Deposit shall be in the form of a demand draft / Banker Cheque in favor of "**SAPDC-NPR Construction Account**" payable at Khandbari, FDR (duly pledged in favor of **SJVN Arun-3 Power Development Company Private Limited (SAPDC)**). The bidder may submit the same in the form of irrevocable, valid and fully enforceable Bank Guarantee in favor of **SJVN Arun-3 Power Development Company Private Limited (SAPDC)** 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 **60 (Sixty) days beyond Contract Period**.
- 12.3 Failure of the successful Bidder to comply with the requirements of Clause 12.1 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.
- 12.4 The performance guarantee will be returned to the contractor within 28 days after completion of assignment without any interest and "Completion Certificate" issued by OIC (Officer-in-Charge).

- 12.5 In case of delay in submission of performance security beyond 28 days as provided in clause 12.1 above, interest @ SBI, India one year MCLR +200 Basis points applicable on the date of bid submission shall be charged on per day basis up to the date of delay in submission. However, delayed acceptance beyond 56 days shall be at the sole discretion of SAPDC and Letter of Acceptance/ award (LOA) shall be subject to cancellation and forfeiture of EMD along with other suitable action as per NIQ.
- 12.6 In case, the last day of submission of Performance Security happens to be a bank holiday, the last day of submission shall be the next working day.
- 12.7 The notification of Award (NOA)/Letter of Acceptance (LOA) will constitute the formation of the Contract and further subject only to the furnishing of a performance security deposit in accordance with the relevant provisions of Tender/Bid Document.

13. **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.

14. **F.O.R** – SAPDC Office Complex, Tumlingtar, Distt. Sankhuwasabha, Nepal.
15. **Officer-in-Charge:** Post award correspondence regarding the execution of work shall be addressed to the following who will be the Officer-in-charge of this assignment:

CE (IT&C),

Satluj Bhawan, Arun Sadan,
SAPDC, Tumlingtar,
Distt. Sankhuwasabha, Nepal.
(Mobile No.:+977 29-575271
Email: it.sapdc@sjvn.nic.in

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> & <http://www.sapdc.com.np> at tender section.
18. SAPDC reserves the right to reject any or all the tenders without assigning any reason thereof.
19. For any relevant enquiry/clarification for submission of bid and any other information, the Bidders may contact to: -

Name	Designation	Contact No.	Address
Er. Parminder Kumar	Chief Engineer (P&C)	Tel no: +977-029-575154	Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal.

20. **General Information:**

To reach the site of Arun-3 HEP 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:

- Biratnagar to Hile: Hile is located at 108 Km from Biratnagar and the existing road up to Hile is black topped road in good condition.
- Hile-Pakhribas-Tumlingtar: This route is about 55 Km and the road fully is black topped.
- Tumlingtar is also connected to Kathmandu by air by around thirty-five minutes journey.
- Tumlingtar to Power House Site (Pukhuwa): This route is about 60 Km and the road is mostly kaccha road except Tumlingtar to Khandbari (15 KM) which is black topped.
- Tumlingtar to Dam Site (Phaksinda): This route is about 60 Km and the road is mostly kaccha road except Tumlingtar to Khandbari (15 KM) which is black topped.

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@sjvn.nic.in

Annexure-‘A’

BILL OF QUANTITY								
Name of Work/Assignment: (PPR-189/2024) “Establishing an alternate Internet Connectivity Service (20 Mbps) via Optical Fiber cable for SAPDC Arun Sadan Complex, Tumlingtar, Sankhuwasabha, Nepal, for a period of one year.”								
Sr. No.	Description	Bandwidth	Unit	Qty.	Rate (NPR including VAT)		Amount (NPR including VAT)	
					In Figures	In Words		
1.	Internet Service	20/20 Mbps	Months	12				
Total Amount (NPR including VAT)								
Overall Discount offered, if any (%)							In Figures	In words
Net Amount after offered discount (NPR including VAT)								

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 (PPR-189/2024)

NAME OF WORK: “Establishing an alternate Internet Connectivity Service (20 Mbps) via Optical Fiber cable for SAPDC Arun Sadan Complex, Tumlingtar, Sankhuwasabha, Nepal, for a period of one year-(PPR-189/2024)”

- i. Supplier shall provide 1 no. unit of 20/20 Mbps Internet Connectivity bandwidth at SAPDC, Office Complex, Tumlingtar, Sankhuwasabha, Nepal via. Optical Fiber. The provided bandwidth is dedicated with contention ratio of 1:1 and 97% guaranteed uptime on Internet (besides the local loop). There will be no restriction up to the subscribed speed and will be of unlimited data usage volume.

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 **“Establishing an alternate Internet Connectivity Service (20 Mbps) via Optical Fiber cable for SAPDC Arun Sadan Complex, Tumlingtar, Sankhuwasabha, Nepal, for a period of one year-(PPR-189/2024)”** 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 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)

INSTRUCTIONS TO BE FOLLOWED FOR EXECUTION OF ALL KINDS OF BANK GUARANTEES

1. Bank Guarantee should be executed on papers of requisite value in accordance with the Stamp Act as applicable in Nepal.
2. The executing officers of the Bank Guarantee shall clearly indicate in (Block Letters), his name, designation, Power of Attorney No:/Signing Power No. etc.
3. Each page of the Bank Guarantee shall be duly signed / initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para2) under the seal of the Bank.
4. The Bank Guarantee(s)/BG(s) towards EMD or Performance Security deposit (as the case may be) shall be received directly from the bank on line (through their official email) as well as offline/ hard copy (in original) under sealed cover of the issuing Bank. In case, the BG brought/submitted by the contractor in the sealed cover of the issuing bank, may also be accepted/considered.

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT

(Refer clause 12 of NIQ)

Date:

To,

{Insert Name & Address of the Employer}

We have been informed that(the “company”), having its registered office at has entered into a Agreement on20.... with you for the work of **“Establishing an alternate Internet Connectivity Service (20 Mbps) via Optical Fiber cable for SAPDC Arun Sadan Complex, Tumlingtar, Sankhuwasabha, Nepal, for a period of one year. (PPR-189/2024)”**

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 60 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:.....]