

एसजेवीएन अरुण-३
पावर डेवलपमेण्ट कम्पनी (प्रा.) लि.
(भारत सरकार र हिमाचल सरकारको संयुक्त कम्पनी,
एसजेवीएन लिमिटेड बाट स्थापित कम्पनी)



SJVN Arun-3
Power Development Company (P.) Ltd.
(A company promoted by SJVN limited,
joint venture of Govt. of India and Govt. of H.P.)

SAPDC/CE(P&C)/Arun-3HEP/PCD-131/2019-1249

Dated:07.03.2019

SECTION-I**Notice Inviting Tender (NIT) & Information to Bidder(ITB)**

1. SJVN Arun-3 Power Development Company (P) Ltd. (**SAPDC/Employer**), Tumlingtar, Nepal (A Subsidiary of SJVN a joint venture of GOI & H.P.) having Registered office at Kathmandu, Nepal invites Sealed Bid under single stage two Envelops bid system on percentage basis from the eligible Firm/Individual/agencies/hotels of Nepal for the following work:

1.	Name of Work:	Providing canteen services at SAPDC office complex , Tumlingtar for 2 years.
1.1	Tender No.	PCD-131
1.2	NIT reference	PCD-131
1.3	Period of contract	2 year reckoned from the 15 th day of issuance of Letter of Acceptance by the SAPDC.
1.4	Estimated Cost	NPR 26.00 Lakh exclusive of VAT (Approx.)
1.5	Cost of Bidding Document (Non-refundable).	NPRs. 1,000/- in the form of bank draft/Manager's cheque payable at Khandbari, Nepal in favour of SJVN Arun-3 Power Development Company Pvt. Ltd.
1.6	Date and time for availability of Bidding document on http://sjvn.nic.in & www.sapdc.com.np	07.03.2019 to 28.03.2019(13.00 Hrs.)
1.7	Earnest Money Deposit	NPRs 53,000/- (to be submitted as per clause no. 14).
1.9	Last date & time for submission of Bid(s).	28.03.2019 Time: 15:00 Hours.
1.10	Time and Date for opening Technical Bid(s).	28.03.2019 Time: 16:00 Hours.

1.11	Time and Date of opening Financial Bid(s).	To be opened on same day.
1.12	Bid validity period	The bids shall remain valid for acceptance for a period of 120 days from the date of opening of Techno-Commercial Bids.
1.13	Place of submission/opening bid/Bids	Office of Chief Engineer (P&C), Arun Sadan, SAPDC Office Complex, Tumlingtar, Distt. Sankhuwasabha, Nepal. Phone: +977-29-575154, 9852099787 E-mail Address: pnc.sapdc@gmail.com
1.14	Authority/Officer inviting Tender	

2. Deleted without change in Sr.No.

3. Period of contract:-Period of contract shall be 2 year reckoned from the 15th day of issuance of Letter of Acceptance by the SAPDC.

4. Interested Bidders may download the Tender documents from www.sjvn.nic.in & www.sapdc.com.np and submit their offer along with the cost of Tender Document as mentioned under para 1.5 herein-above.

5. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of his bid and SAPDC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

6. Office Visit:-

a. The Bidders, The prospective Bidders are advised to visit the office of SAPDC, Tumlingtar before submission of their proposals. The Bidder shall bear all costs associated with the office visit.

The information about the project and / or its surroundings is given in good faith. The Bidders may however, obtain necessary information and acquaint themselves with Site by making site visit at their own cost.

b. The Bidders should note that information, if any, in regard to the site and local conditions, in these Bidding Documents, except for the material agreed to be supplied by the Employer, has been given merely to assist the Bidders and is not warranted to be complete.

c. The Bidders should note and bear in mind that the Employer shall bear no responsibility for the lack of acquaintance of the site and other conditions or any information relating thereto, on their part. The consequences of the lack of any knowledge, as aforesaid, on the part of the Bidders shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the Employer.

7.0 The bidder is expected to examine carefully all instructions, terms and conditions, Performa, etc. in the Bidding Documents. Failure to comply with the requirements of bid documents shall be at the bidder's own risk. However, after study of the documents if the bidder notices any error in typing, spellings and/or any omission the same can be brought to the notice of Employer at least 7 days prior to the deadline for submission of bids. It shall be the sole discretion of the Employer to consider such errors/omissions for which necessary corrigendum will be issued.

8.0 Clarification of Bidding Documents

A prospective bidder requiring any clarification of the bidding documents may notify to the Chief Engineer (P&C), Arun Sadan, SAPDC Office Complex, Tumlingtar, Distt. Sankhuwasabha, Nepal., Nepal. +977-29-575154, Email:- pnc.sapdc@gmail.com

9.0 Amendment of Bidding Documents

9.1 At any time prior to the deadline for submission of bids, the SAPDC may amend the Bidding Documents by the issuance of an addendum/corrigendum.

9.2 The corrigendum's and amendments if any shall be uploaded only on www.sjvn.nic.in & www.sapdc.com.np all the bidders are requested to frequently visit the web sites till the schedule date of submission of bid.

9.3 The addendum thus issued shall be part of the bidding documents and shall be communicated to all prospective bidders who have downloaded the Bidding Documents. Prospective bidders shall promptly acknowledge receipt thereof to the SAPDC.

9.4 In order to afford prospective bidders reasonable time in which to take an addendum into account for preparing their bids, the SAPDC may, at its discretion extend, as necessary, the deadline for submission of bids in accordance with Para-18 hereof.

10.0 Language of bid

The bid prepared by the bidder and all correspondence and documents thereto exchanged by the bidder and the SAPDC be written in English language. Supporting documents and printed literature furnished by the bidder with the bid may be in another language provided these are accompanied by an appropriate translation of pertinent passages in English language. For the purpose of interpretation of the bid, the English language shall prevail.

11.0 Bid Prices

11.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole Works as described in the Bidding Documents based on Priced Schedule/Bill of Quantity submitted by the bidder.

11.2 The bidder shall offer 'Administrative and contractor profit' percentage in the Priced Schedule/Bill of Quantities of the Bidding documents. Rates/amount for Basic Pay, Dearness allowance (DA), Provident Fund (PF) Insurance, Gratuity, Festival allowance etc. have been mentioned in the Bill of Quantities. VAT shall be paid extra as per actual on production of documentary evidence.

The Agency/bidders/Contractor shall adhere and be responsible for payment of wages, salaries, bonus, social insurance, food, accommodation, transport, medical and canteen facilities, other statutory privileges and facilities of Nepal, cost on above shall be considered inclusive in the 'Administrative and contractor profit' percentage quoted by the bidder.

11.3 The rates/ 'Administrative and contractor profit' percentage shall be quoted in decimal in such a manner that no interpolation is possible. The rates/ percentage shall be written both in words and figures. 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. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting. Corrections by applying correcting fluid shall not be permitted.

11.4 In case bidder quotes zero or negative rate/ percentage, the bid will be treated as Non-responsive and such bid will not be evaluated.

11.5 Only unconditional discount offered by the Bidder on the Performa for Price Bid shall be considered for evaluation.

11.6 As regards the Income Tax, Surcharge on income tax, any other Taxes as applicable in Nepal, SAPDC shall not bear any Tax liability (excluding VAT) whatsoever. The Bidder shall be liable and responsible for payment of such Taxes if applicable under the provision of law at present or in future in Nepal. SAPDC will deduct TDS (Tax deductions at Source) as applicable. The details/information towards the deductions shall be issued by SAPDC.

12.0 Currencies of Bid and Payment

The unit rates and prices shall be quoted by the bidder entirely in Nepal Rupees (NPR).

13.0 Bid Validity Period

13.1 Bids shall remain valid for acceptance for a period of 120 days (one hundred twenty days) from the date of opening of Bids prescribed in Para-21.0 hereof.

13.2 The SAPDC may request the bidders to extend the period of validity for a specified additional period. The request and the bidder's response shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be permitted to modify his bid, but will be required to extend the validity of his bid security for the period of the extension and in compliance with Para-14.0 hereof in all respects.

14.0 Bid Security/EMD

(i) Earnest Money shall be submitted in the shape of Bank Draft/Manager Cheque/FDR(duly pledged in favour of SAPDC)/ Bank Guarantee in favor of SJVN Arun-3 Power Development Company Pvt. Ltd. payable at Khandbari acceptable to SAPDC(Bidders may refer the format at Annexure-A for BG against EMD) for an amount as mentioned at para 1.7 herein-above. Earnest Money Deposit shall remain valid for 120 days after the date of deadline for submission of Bids as stated in the invitation to bid.

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

(ii) 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 within the period of validity of the bid.

- (iii) The EMD of the successful bidder shall be return within 30 days after submission of performance security and signing of contract agreement.
- (iv) The Earnest Money of unsuccessful bidders will be returned within 15 days of the award of work to the successful bidder.
- (v) No interest shall be payable by SAPDC on EMD/ contract security.

15.0 Variation in Bidding Conditions

Bidder shall submit offers which comply fully with the requirements of the Bidding Documents. Bids which take deviations from the conditions of the contract will not be considered.

16.0 Signing of bid

- 16.1 The original and all copies of the bids shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder under legally enforceable Power of Attorney(If applicable). All the pages of the bid shall be signed and stamped at the lower right hand corner by the person or persons signing the bid.
- 16.2 The bid shall not contain any alterations or additions or deletions except those to comply with the instructions issued by the Employer or as necessary to correct errors made by the bidder in which case, such corrections shall be initialed by the person or persons signing the bid.

17.0 Documents comprising the bid and manner of Submission thereof:

- 17.1 The bid shall consist of two parts as under:

Part –I (Envelope-I)

- i. Comprising Bid Security in the form and amount as per bid conditions (as per Sr. No 14.0)
- ii. Cost of Tender Document (as per Sr. No. 1.5).
- iii. Photocopy of VAT/PAN Number/Registration certificate in appropriate category i.e business/works related to work under this tender. In case of individual copy of PAN/VAT Number may be furnished. However PAN/VAT Number to be obtained by the individual if work is awarded in his/her favour.
- iv. Form of declaration.
- v. Integrity Pact duly signed by Authorized Signatory as per Annexure-‘C’ along with ‘Form of Declaration of Eligibility’

Note:- The bids whose bid security/ cost of tender document is either deficient in value and/ or form, and will be rejected out rightly & will not be evaluated further.

Part – II (Envelope-II)

Comprising of Price Bid, duly filled in & signed Bill of Quantities (BOQ).

- 17.2 Deleted without change in Sr.no.
- 17.3 Deleted without change in Sr.no.
- 17.4 The part II of the bid (i.e. Price bid) shall be strictly in accordance with the forms provided in the Bill of Quantities /Price Schedule.
- 17.5 The bidder shall not take any deviation from the bid conditions.
- 17.6 The bidder shall also fill, sign and stamp each page of the documents forming part of the bid, on the left hand cover (bottom side).

17.7 The Part – I& Part-II of the bids shall be packed and submitted in the following manner.

- i. Part – I & Part- II of the bids shall be kept in separate covers duly super scribed with the “The Part-I (Envelope-I) and Part-II (Envelope-II) of the bids duly super scribed with the “Part – I- Bid security- Original, cost of Tender Document”, and ‘Part-II- Price Bid- Original’ and sealed.

On upper left hand corner.

- i. Bid for (Name of Work)
- ii. Do not open before ...03.2019 Time: 16:00 Hours.
- iii. To be opened by tender committee only.

In the center of the cover.

Name of the person/ officer and the office address to whom bid is addressed.

On the bottom left hand corner:

Name and address of the bidder.

17.8 The bids as above shall be submitted either in person or through courier or by post to following address:-

Chief Engineer (P&C),
Arun Sadan, SAPDC
Office Complex, Tumlingtar,
Distt. Sankhuwasabha, Nepal.
Ph. No.: +977-29-575154

However, SAPDC not be responsible for any delay in receipt due to any reason whatsoever and / or for loss of the bid in postal transit.

18.0 Dead line for Submission of Bids

18.1 The bids shall be received by the SAPDC not later than the time & date at the address specified at Para 1.9 and 1.13 here-in above.

18.2 The SAPDC may extend the deadline for submission of bids by issuing an amendment in accordance with Para 9.0 hereof, in which case all rights and obligations of the SAPDC and the bidders previously subject to the original deadline will then be subject to the new deadline.

19.0 Late/Delayed Bids

Any bid received by the SAPDC after the deadline prescribed by the SAPDC in accordance with Para-18.0 hereof will be returned un-opened to the bidder.

20.0 Modification and Withdrawal of Bids

20.1 The bidder may modify or withdraw his bid after bid submission, provided that the modification or notice of withdrawal is received in writing by the SAPDC prior to the prescribed deadline for submission of bids.

20.2 The bidder’s modification or notice of withdrawal shall be prepared, sealed, marked and delivered in accordance with the Para-16.0 & 17.0 hereof, with the inner envelopes additionally marked “Modification” or “Withdrawal” as appropriate.

20.3 Subject to Para-22.0, no bid may be modified subsequent to the deadline for submission of bids.

20.4 Withdrawal/Modification of bid between the deadline for submission of bids and the expiry of the period of bid validity or as extended pursuant to Para-13.0 hereof shall result in the forfeiture of the bid security pursuant to Para-14.0 hereof.

21.0 Bid Opening

21.1 Bids for which an acceptable notice of withdrawal has been submitted pursuant to Para-20.0 hereof shall not be opened.

21.2 Then, the Part-I of the bid i.e., the envelope containing bid security & cost of tender document shall be opened. The bids whose bid security/ cost of tender document is either deficient in value and/ or form, and will be rejected out rightly & will not be evaluated further.

21.3 The “Price Bid” (Part-II of the bid) shall be opened on same day. The envelope of modification pursuant to Para-20 hereof, if any, to this part of bid shall be opened first.

21.4 Bidder’s authorized representatives may attend the bid opening. The officers of the SAPDC authorized for opening of bids will announce the bidder’s name, written notifications of bid withdrawal if any, the presence or absence of the requisite bid security, the deviations taken by the bidder’s etc., and any such detail as the said officer(s) may consider appropriate. The bidder’s representative(s) shall sign register provided by SAPDC for evidencing their participation in the process of bid opening.

22.0 Clarification of Bids

To assist in the examination, evaluation and comparison of bids, the SAPDC may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing or by email, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the SAPDC during the evaluation of the bids in accordance with sub-Para-24.1 hereof.

23.0 Determination of Responsiveness & Techno-Commercial evaluation

23.1 Prior to the detailed evaluation of bids, the SAPDC will determine whether each bid:

- i. Comprising Bid Security in the form and amount as per bid conditions (as per Sr. No 14.0)
- ii. Cost of Tender Document (as per Sr. No. 1.5).
- iii. Photocopy of VAT/PAN Number/Registration certificate in appropriate category i.e business/works related to work under this tender.

In case of individual copy of PAN Number may be furnished. However VAT Number to be obtained by the individual if work is awarded in his/her favour.

- iv. Form of declaration.
- v. Integrity Pact duly signed by Authorized Signatory as per Annexure-‘C’ along with ‘Form of Declaration of Eligibility’

23.2 A substantially responsive bid is one, which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviation or reservation. A material deviation or reservation is one:

- i) which affects in any substantial way the scope, quality, or performance of the Works;
- ii) which limits in any substantial way, inconsistent with the Bidding documents, the SAPDC rights or the bidder’s obligations under the Contract ; or
- iii) Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

23.3 If a bid is not substantially responsive, it will be rejected by the SAPDC and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation or by submission of subsequent clarifications.

24.0 Commercial evaluation

- 24.1 Bids determined to be substantially responsive will be checked by the SAPDC for any arithmetic errors. Errors will be corrected by the SAPDC as follows:
- i) where there is a discrepancy between unit rate/percentage in figures and in words, the unit rate/percentage in words will govern; and
 - ii) Where there is a discrepancy between the unit rate/percentage and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted in words will govern.
 - iii) In case error due to wrong extension of quantities, the quantities as specified in the Bid documents will be considered and multiplied by the unit rate/percentage quoted in words to obtain the amount.
- 24.2 The amount stated in the Bid will be adjusted by the SAPDC in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, his bid will be rejected and the bid security shall be forfeited.

24.3 Evaluation and Comparison of Bids

- 24.3.1 The SAPDC will evaluate and compare only the bids determined to be substantially responsive to the requirements of the Bidding Documents in accordance with Para-23.0 hereof.

24.3.2 In evaluating bids, SAPDC will determine, for each bid, the Evaluated Bid Price by adjusting the bid price as follows.

- i) Making any correction for errors pursuant to sub-Para-24.1 hereof;
- ii) Making an appropriate adjustment to reflect discounts or other price modifications offered in accordance with Para-20.0 hereof.
- iii) Making an appropriate adjustment for the discount offered by the Bidder. Only unconditional discount offered by the bidder on the Performa for Price Bid shall be considered.

25.0 Award Criteria

Subject to Para-26.0 hereof, the SAPDC will award the contract to the bidder whose bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated bid price pursuant to Para-24.0 hereof.

26.0 SAPDC Right to accept any Bid and to reject any or All Bids

Notwithstanding Para-25.0, the SAPDC reserves the right to accept or reject any bid or to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the SAPDC action.

27.0 Notification of Award

- 27.1 Prior to the expiration of the period of bid validity prescribed by the SAPDC or any extension thereof, the SAPDC will notify the successful bidder in writing that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract called "Letter of Acceptance") shall name the sum which the SAPDC will pay to the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Price").

27.2 The notification of award will constitute the formation of the Contract.

28.0 Signing of Agreement

28.1 Within thirty (30) days of receipt of the Letter of Acceptance, on a date and time mutually agreed upon, the successful bidder or his authorized representative shall attend the Office of Chief Engineer (P&C), Arun Sadan, SAPDC Office Complex, Tumlingtar, Distt. Sankhuwasabha, Nepal., Nepal for signing of the Agreement. The Performa of Agreement is as at **Annexure-B**.

28.2 Failure on the part of the successful bidder to comply with the requirements of this Para will constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

29.0 Performance Security

a) Contractor shall furnish a “Contract Performance Guarantee” in favour of **SJVN Arun-3 Power Development Company**, towards contract performance security within 30 days from the issue of letter of award in one of the form as detailed below:-

- i) Bank Draft/Manager Cheque/FDR(duly pledged in favour of SAPDC)
- ii) An irrevocable valid and fully enforceable Bank Guarantee from a Commercial (Class A) bank of Nepal in favour of SJVN Arun-3 Power Development Company acceptable to SAPDC.

b) The guarantee amount shall be equal to 5% of the Contract Price for the faithful performance of the contract in accordance with the terms and conditions specified in the contract. The guarantee shall be valid till the expiry of 45 days after the successful completion of contract period. The above contract performance guarantee shall be liable for forfeiture in case of failure of the bidder to fulfill its contractual obligations under the contract.

c) The performance guarantee will be returned to the contractor within 30 days after completion of contract period/“Satisfactory Performance Certificate” issued by O.I.C. (Officer –in- Charge) without any interest.

30. Retention Money:- Five percent (5%) of each monthly bill will be retained by SAPDC subjected to maximum accumulation of one month bill, which shall be reimbursed to Contractor within 45 days after successful completion of the contract period.

30. Integrity Pact: To improve transparency and fairness in the tendering process the Employer is implementing Integrity Pact.

The Integrity Pact, signed by the prospective Bidders and the Employer, shall commit the persons/officials of both the parties, not to exercise any corrupt/fraudulent/ collusive/coercive practices in the Tendering process and also during implementation of the Contract. Bidders signing Integrity Pact shall not approach the Courts while representing the matters to IEMs (which have been appointed by CVC) and will await their decision in the matter.

Entering into Integrity Pact as per Performa (enclosed under Annexure-C) is a basic qualifying requirement.

To oversee the compliance of obligation under the Integrity Pact, two Independent External Monitor(s) (IEMs) have been appointed. The details of IEMs are as under:-

1. Ms. Asha Swarup
2. Sh. Jai Pal Singh

The address for correspondence with IEMs is as under:

**Independent External Monitors for SJVN,
C/o Chief Engineer (P&C)
Arun Sadan, SAPDC
Office Complex, Tumlingtar
Distt. Sankhuwasabha, Nepal**

The Integrity Pact duly signed on behalf of the Employer has been made part of NIT. The Integrity Pact shall be downloaded, printed & signed by the bidder/supplier and the hard copy shall be submitted in Part-I (Envelope-I) of NIT.

31.0 For any enquiry/clarification for submission of bid and any other information, the Bidders may contact to:-

Name	Designation	Contact No's. & E-mail Id	Address
Er. Rajesh Kumar Jassal	CE(P&C)	+977-29-575154 & pnc.sapdc@gmail.com	Arun Sadan, SAPDC Office Complex Tumlingtar, Distt. Sankhuwasabha, Nepal.

SECTION-I-A

DETAILED SCOPE OF WORK

Scope/Schedule of work for services

1.0 Scope/Schedule of work for services:-

Sl. No.	Category of service	Type of services	Completion schedule
1	Catering and allied services	Cooking services (As per menu & rates specified at Annexure-I. However menu & rates will be specified by OIC (SAPDC) From time to time.)	i) cooking/preparation and serving of food as per prescribed menu in the most hygienic condition (Morning / Evening Tea/ Snacks, Breakfast & Lunch) Or ii) when directed by SAPDC on any special occasion/exigency on all 07 days of a week (on Specific rates).
		1)General cleaning of kitchen areas and equipment. 2)Segregation and disposal of waste, to be disposed of at appropriate space or place as per norms shall be done by the contractor at its own cost. 3) As directed by OIC, SAPDC	i) At least twice daily on all working days. ii) As directed by OIC, SAPDC.

Menu for Tumlingtar camp/office at SAPDC, Tumlingtar with rates

Sr. No	Simple Lunch/Dinner
1	Rice (100 gr.)
2	Dal/ Chana/Aloo Matar (1 katora -120 gm.)
3	Seasonal Vegetable (1 katora -120 gm.)
4	Chapati (4 nos.-150 gm.)
5	Bottled Pickle / Kachumbar Salad (Basic)/Papad
Rate (In NPR) (Excluding VAT)	80/-

Description of Items/ Quantity of food items for Breakfast/snacks

Sr. No	Items	Rate (in NPR) Excluding VAT)
1	Four pcs. Bread Toast with butter or Jam (10 gm)	40
2	Two eggs omlette	50
3	2 Pcs boiled eggs	40
4	Milk (200 ml)	25
5	Milk Tea readymade (mixed)	15
6	Black Tea	10
7	Black Coffee	20
8	Milk Coffee	30
9	Veg pakoda (08 pcs)	50 per plate
10	Plain Curd (150 gm)	25
11	Stuffed Paratha (2 pcs)	40
12	Aloo Samosa (02 pcs)	20
13	Veg Mo:Mo (08 pcs)	50
14	Chao-min (300 gm)	50

Note: Ala carte items like juice, mineral water, Soup, Butter, Fruits, Eggs, Cold Drinks, Sweets etc. will be charged as actual plus tax as applicable.

Approx. fifty nos. personnel are deployed in the Arun Sadan (office complex), SAPDC, Tumlingtar.

SECTION –II

**GENERAL CONDITIONS OF
CONTRACT (GCC)**

SECTION – II: - GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

- (i) **Bill of Quantities or Schedule of Quantities & Prices:** means the priced and completed bill of quantities forming part of the Contract.
- (ii) **Contract:** means the document forming the tender, acceptance thereof and the formal agreement executed between the SAPDC and the Contractor, together with documents referred to therein.
- (iii) **Contract Price:** means the amount arrived at by multiplying the quantities shown in the Bill of Quantities by the respective item rates as allowed and included in the Letter of Acceptance.
- (iv) **Contractor/Agency:** means the successful Bidder who is awarded contract to perform the work covered under these tender documents and shall be deemed to include the Contractor's successors, executors, representatives or assigns.
- (v) **Corporation or Employer:** means the SJVN Arun-3 Power Development Company (P) Ltd. (SAPDC), Tumlingtar, Nepal (A Subsidiary of SJVN, a joint venture of GoI & Govt. of H.P.) having Registered office at Kathmandu, Nepal, and includes therein legal representatives, successors and assigns.
- (vi) **Day:** means a calendar day beginning and ending at midnight.
- (vii) **Officer-in-Charge/ Engineer-in- Charge (OIC/EIC):** The Officer-in-Charge of this work nominated by the Employer or its duly authorized representative to direct, supervise and be in charge of the works for the purpose of this contract.
- (viii) **Letter of Award or Acceptance:** means a letter from the Employer/OIC conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- (ix) **Sub-Contractor:** means any person named in the Contract as a Sub-Contractor for a part of the Works or any person to whom a part of the Works has been subcontracted with the consent of the Employer and the legal successors in title to such person, but not any assignee of any such person.
- (x) **Urgent Works:** means any urgent measures, which in the opinion of the OIC, become necessary at the time of execution and/or during the progress of work to obviate any risk of accident or failure or to obviate any risk of damage to the structure, or for any other reason the OIC may deem expedient.

2.0 INTERPRETATIONS

- (i) Any error in description, quantity or price in Bill of Quantities/scope of work or any omission there from shall not vitiate the Contract or release the Contractor from execution of the whole or any part of the Works comprised therein according to Specifications or from any of his obligations under the Contract.
- (ii) In case of discrepancy between the Letter of acceptance issued by Employer, Special Conditions of Contract, General Conditions of Contract, and/or Bill of Quantities and other documents of Contract the following order of precedence shall prevail:
 - a) Agreement;
 - b) Letter of acceptance issued by Employer;
 - c) Corrigendum/Addendum if any;
 - d) Special Conditions of Contract;
 - e) General Conditions of Contract;
 - f) Detailed Scope of Work;
 - g) Priced Bill of Quantities;

- h) Contractor's Bid other than BOQ;
- i) Instructions to Bidders; and
- j) Any other document forming part of the Contract

3.0 SUFFICIENCY OF TENDER

The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices stated in the Bill of Quantities, all of which shall, except insofar as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and completion of the Works and the remedying of any defects therein.

4.0 SECURITY DEPOSIT

The Security Deposit shall comprise the following:

- (i) Performance Security Deposit to be furnished by the Contractor within 30 days of issue of Letter of Acceptance.
- (ii) Retention Money to be recovered from Interim bills of the Contractor.

Within 30 (thirty) days from the date of issue of the Letter of Acceptance, the successful bidder shall deposit to Employer a Performance Security of 5% (Five percent) of the Contract Price. The Performance Security Deposit shall be in the form of a demand draft /Manager's Cheque/ FDR / Banker Cheque/ Pay order/Bank Guarantee issued by a Class A bank situated in Nepal acceptable to SJVN Arun-3 Power Development Company Private Limited.

Alternatively, in case of non-submission of demand draft /Manager's Cheque/ FDR / Banker Cheque/ Pay order/Bank Guarantee towards Performance Security within the specified period, existing Bid Security / EMD already submitted to the employer shall be converted into Performance security and balance amount shall be deducted from initial payments due to the Contractor till the total amount of Performance security deposit becomes 5% of the Contract Value.

The performance security shall be enhanced in case of any extension and/ or increase in value of contract price. In case the extended/revised performance security is not received by the OIC within the specified period of one month, the Employer entirely at his discretion shall be at liberty to deduct the aforesaid performance security from running bills.

Retention money shall be deducted by the Officer-in-Charge from the interim bills of the Contractor @ 5% (Five percent) of the total value of each bill of the work done (subjected to maximum accumulation of one month bill) towards security deposit.

The Performance Security/Security Deposit/Retention Money amount will not earn any interest for whatsoever period detained by SAPDC.

The Performance Security & Retention money deposit shall be released after 45 days after successful completion of the entire Contract Period, including extension, if any, or payment of final bill, whichever is later.

In case of any complaint, the security deposits shall be discharged only after adjusting

all dues, liabilities etc. Including withdrawals of PF of workers engaged during contract period or after submitting the individual PF account details to be certified by Provident fund commissioner's office, etc., if any, as specified in the tender at appropriate places.

5.0 PRICES AND TAXES & DUTIES:

- 5.1** The rates are inclusive of all cost towards providing services, wages along with allowances, compensation, PF, Dashain Allowance, bonus (if payable), Gratuity, Medical Insurance, ensuring compliances to various labour and all industrial laws/acts for respective manpower, contingency, overhead, profit, service charge, all statutory taxes etc. but exclusive of VAT. The rates shall be firm during the entire period of contract and no escalation shall be payable, except the contractor is entitled for reimbursement towards the incremental changes in minimum wages from Statutory Authority/Bodies proportionate to the manpower deployment from the effective date of revision. Base date for price variation on account of revision in minimum wages shall be the last date for submission of bid.
- 5.2** Statutory variation in taxes and duties or levy of any new tax after deadline for submission of bid will be adjusted/reimbursed against production of documentary evidence.

6.0 CONTRACT PERIOD:

The Contract shall be valid for a period of 24 months from the date of commencement of the work. The Contractor shall take over and commence the work within 15 days from the date of issue of Letter of Award. If the Contractor commits default in the commencement of work within 15 days of issue of LOA, the SAPDC shall without prejudice to any other right or remedy be at liberty to cancel the Contract and forfeit the earnest money/ Performance Security.

The Contract period may be extended beyond 24 months on the same terms and conditions for a maximum period of another 12 months.

7.0 COMPENSATION:

Any negligence, work not completed as per the Scope of Work/Special Terms & Conditions/General Conditions of Contract; the compensation on account of above shall be recovered as per the clauses of this document.

If any urgent work (in respect whereof the decision of the OIC shall be final and binding) becomes necessary, the Contractor shall execute the same as may be directed.

8.0 TERMINATION:

If the work is found to be unsatisfactory during the execution of the contract or the contractor commits default in any of the terms and conditions of the contract,

Employer reserves the rights to terminate the contract and can get the work done by another agency at the risk and cost of the contractor.

In case of failure of the Agency in fulfilling the contract, the Employer may at its discretion, terminate the contract either in part or full of the total services provided by giving one month advance notice to the Agency assigning reasons thereof. On termination of the contract, it shall be the responsibility of the Agency to remove his men and materials within two days or date specified by Employer. Further, informed that Employer shall not indemnify any loss caused to the Agency by such terminations, whatsoever it maybe.

9.0 INSPECTION:

All works under or in course of execution or executed in pursuance of the Contractor shall at all times be open to the inspection and supervision of the OIC or his authorized representatives.

10.0 CHANGES IN CONSTITUTION

In case of any change of constitution of the agency, the rights of SAPDC should not suffer.

11.0 OIC AND HIS DECISION:

All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the OIC, except as herein otherwise provided. All notices, instructions, information and other communications given by the Contractor to the Employer under the Contract shall be given to the OIC, except as herein otherwise provided. In respect of all matters, which are left to the decision of OIC including granting or with holding of certificates, the OIC shall, if required, give in writing a decision thereon and his reasons for such decision. Such decision shall be final and binding on the Contractor.

12.0 VARIATION

In the event of variation of scope of work with regards to services required being reduced or increased the minimum manpower requirement on part of SAPDC may decrease or increase in the event of which, the Agency shall provide additional manpower or remove excess manpower as the case may be. Payment under such conditions will be made on a pro-rata/actual basis.

13.0 PAYING AUTHORITY

Finance Deptt., SAPDC, Tumlingtar, Nepal shall be the paying authority.

14.0 CONTRACTOR'S RESPONSIBILITY

- 14.1 The refill of LPG Cylinders (limited to 5 cylinders per month) will be arranged by Employer, However the cost of refilling of cylinder more than 5 cylinders will be borne by the contractor.
- 14.2 Deployment of manpower, the contractor/Agency shall be responsible to engage sufficient manpower (**which comprise of cooks-02 and Helpers-02**) as may be required to be deployed on above works.
- 14.3 All personnel engaged under this contract by the Agency/Contractor shall be employees of Agency/Contractor. Employer shall not have any liability/responsibility to absorb the persons engaged by the Agency/Contractor and/or to extend any type of recommendations etc., for obtaining any job in SAPDC for elsewhere.
- 14.4 Catering and allied services for the office of SAPDC, Tumlingtar office including cooking/preparation and serving of food as per prescribed menu in the most hygienic condition and collection of payment as per the rates to be prescribed by Employer for meals availed by the inmates.
- 14.5 The service will include cleaning of utensils, over all cleaning and upkeep of dining hall, furniture and fittings therein, kitchen and kitchen equipment on a daily basis.
- 14.6 All the eatables materials, cleaning soap for utensils, cleaning clothes for tables/utensils etc., shall be providing by agency/contractor.
- 14.7 The agency/contractor shall keep the record inventory in appropriate rate format as defined by OIC.
- 14.8 The Service Providing Agency/Contractor will be responsible for proper maintenance and care of all furniture & fixtures, appliances, lying in Employer Canteen premises etc.
- 14.9 The agency/contractor shall arrange at his cost on cleaning cloths for kitchen/furniture/utensils, dish wash bar, vacuum cleaner and other facilities/modern gadgets for the execution of work.
- 14.10 The garbage should be disposed-off at the appropriate place earmarked by the Municipal Corporation or at any other suitable place so that environment may not be harmed and no extra payment for the same shall be made by Employer.
- 14.11 Material required for operation i.e. food/items as per menu shall be arranges by agency/contractor, Employer shall have not bear above cost.
- 14.12 The Agency shall be responsible to make arrangements for boarding & lodging of its entire staff on its own cost and expenditure. No payments/ reimbursements of any sort on this account will be made by Employer.
- 14.13 A complaint & suggestion register will be kept at the appropriate place in the canteen premises, which will be meant for suggestions lodging complaints and recoveries (if any) shall be made as per the complaints register/checking by Officer-in-Charge or his authorized representative.
- 14.14 The Agency/Contractor and his labour shall follow all safety rules while working, so as to avoid any accident which may cause loss of life or damage to Employer property. For this purpose, the agency/contractor shall give sufficient safety training and instructions to the cook/helper.

- 14.15 The Agency/Contractor shall make himself available for receiving instructions daily in the morning at 08:00 AM from Officer-in-Charge/representative of Officer-in-Charge. In the absence of Agency/Contractor, his representative will take instructions.
- 14.16 The Agency/Contractor shall ensure that staff deployed is not suffering from any contagious disease.
- 14.17 Articles, foodstuff, etc bought inside the SAPDC premises by the Agency/Contractor's employees or representative (s) shall be liable for security check, gate pass system or any other system in force time to time. This shall be monitored by OIC or his representative
- 14.18 The Agency/Contractor shall adhere and be responsible for payment of wages, salaries, bonus, social insurance, food, accommodation, transport, medical, uniform, canteen facilities and other statutory privileges and facilities of Nepal cost on above shall be considered inclusive in the rates by the Agency/Contractor.
- 14.19 The Agency/Contractor shall be solely responsible for compliance to the provisions of labour laws(GoN), such as wages, allowances, compensations, EPF, Gratuity, Festival allowance, Medical and accidental insurance cover for each employees etc relating to personnel deployed by it at SAPDC Canteen or for any accident caused to them, Employer shall not be laible to bear any expense in this regard.
- 14.20 The increase in the minimum wage during currency of the contract, on account of increase that may be effective due to issuance of notification of CDO as per "Zila der rate Nirdharan Samiti Sankhuwasabha", shall be considered for reimbursement/adjustment as per actual against documentary evidence. The amount against 'Administrative and contractor profit' shall not be revised on revision of minimum wages.
- 14.21 All personnel engaged under this contract by the Agency/Contractor shall be employees of Agency/Contractor. Employer shall not have any liability/responsibility to absorb the persons engaged by the Agency/Contractor and/or to extend any type of recommendations etc., for obtaining any job in SAPDC for elsewhere.
- 14.22 The Agency/Contractor shall ensure that staff deployed are properly trained in various mentioned services, bear good conduct and are physically fit and healthy for the work. They should not be under the influence of any illegal drugs or liquor during duty and should have full knowledge and experience to complete the jobs assigned to them.

15.0 Penalty Clause

- 15.1 The payment to the contractual employees to be made on or before 7th of every English month, failing to which it will attract a penalty @ 1% per day on total amount of the bill raised by the agency, however in the event of payment not released by the contractor to manpower by 15th day of a month then payment can be released by Employer directly to the persons and shall be recovered from the contractor by imposing 1% penal interest.
- 15.2 The cost of damaged materials due to negligence/mishandling (was established by O/C) will be deducted from the monthly payments/any other sum/deposit which otherwise are due to be paid to agency/contractor.

- 15.3 Not supplying required quantum of manpower as stipulated on daily basis: Deduction will be made as of minimum wages plus 1% penalty per minimum wages multiplied by the number of persons short till the deployment of required manpower. Decision of OIC shall be final in the matter.
- 15.4 If any of the staff required being in uniform is found without proper uniform or uniform found poorly maintained, a penalty of NPR.500/- per occasion may be deducted from contractor's monthly bill.
- 15.5 Any complaint by SAPDC, if not attended within prescribed time may attract a penalty of NPR 500/- for each occasion to the Agency or as decided by SAPDC.
- 15.6 A complaint register will be maintained and kept at the reception table/area of the TC for lodging complaints and above-mentioned recoveries shall be made as per the complaints register/checking by Officer-in-Charge or his authorized representative.

16. SAFETY:

- 16.1 The Agency/Contractor shall be responsible for the compliance of all statutory regulations regarding safety in respect of all his workmen.
- 16.2 It shall be the Agency/Contractor's responsibility to take protective measures to protect the property and persons and prevent accidents during the contract period. It shall be indemnify SAPDC against all claims of damage or injury to any person or persons or property resulting from and in the course of this contract. The Agency/Contractor shall keep the SAPDC indemnified against all the claims and liabilities.

17. INSURANCE

The Contractor shall take the Workmen Compensation insurance policy and appropriate Mediclaim policy etc. (if required by the law or otherwise) as applicable for his workers engaged for the works and shall submit the proof of the policy to the OIC within 15 days of commencing the work. All costs on account of insurance liabilities covered under the Contract will be on Contractor's account and will be included in Contract Price.

18. REMOVAL OF CONTRACTOR'S MEN

The Contractor shall employ on the execution of the Works only such persons as are skilled and experienced in their respective trades and the OIC shall be at liberty to object to and require the contractor to remove from the works any persons employed by the Contractor on the execution of the works who, in the opinion of the Engineer-in-Charge, misconducts himself or is incompetent or negligent in the proper performance of his duties. The contractor shall forth-with comply with such requisition and such person shall not be again employed upon the works without permission of the OIC. Any person so removed shall be replaced immediately.

19. EMPLOYER RESPONSIBILITIES

19.1 For catering services all the running cost i.e. re-filling of LPG (limited to 5 cylinders per month)/Fuel, expenditure on electricity Charge & Water Charge will be borne by Employer.

19.2 Employer will provide sufficient LPG (limited to 5 cylinders per month) connections (Including LPG stove of different sizes), Cooking Utensils, crockery, etc. will be borne by Employer.

Employer will provide premises, Kitchen utensils, All appliances (Refrigerator, cylinders (5), Deep freezer, Crockery, etc.) and any other items/appliances except for the consumables, for operation of canteen.

20. COMPLETION CERTIFICATE:

20.1 The work shall be completed to the entire satisfaction of the OIC and in accordance with the time mentioned in this document. As soon as the Works under the Contract is completed as a whole, the Contractor shall give notice of such completion to the OIC. The OIC, within two week of receipt of such notice, shall inspect the work and shall satisfy himself that the Work(s) has been completed in accordance with the provisions of the Contract and then issue to the Contractor a certificate of completion indicating the date of completion. Should the OIC notice that there are defects in the Works or the Works are not considered to be complete, he shall issue a notice in writing to the Contractor to rectify/replace the defective work or any part thereof or complete the work, as the case may be, within such time as may be notified and after the Contractor has complied with as aforesaid and gives notice of completion, the OIC shall inspect the work and issue the completion certificate in the same manner as aforesaid.

20.2 No certificate of completion shall be issued as stipulated under **Clause 20.1** above nor Work be considered to be completed unless the Contractor shall have removed from the work site and/or premises all his belongings/temporary arrangements brought/made by him for the purpose of execution of the work and clean the site and/or premises in all respects and made the whole of the site and or premises fit for immediate occupation/use to the satisfaction of the OIC. If the Contractor fails to comply with the above mentioned requirements on or before the date of completion of the Work, the Engineer-in-Charge, may, as he thinks fit and at the risk and cost of the Contractor, fulfill such requirements and remove/dispose off the Contractor's belongings/temporary arrangements, as aforesaid, and the Contractor shall have no claim in this respect except for any sum realized by the sale of Contractor's belongings/temporary arrangements less the cost of fulfilling the said requirements and any other amount that may be due from the Contractor. Should the expenditure on the aforesaid account exceed the amount realized by sale of such Contractor's belongings/temporary arrangements than the Contractor shall on demand, pay the amount of such excess expenditure.

21. Terms of Payment

21.1 The payment of bills shall be made on actual basis for the services performed as specified in BOQ/ Scope of Work.

21.2 The proportionate recovery from the BOQ item rates shall be made for the period i.e. month/day/part of day for which service has not been provided in terms of BOQ/ scope of works/Contract Agreement.

- 21.3 The payment to the contractual employees be made on or before 7th of every month, failing to which it will attract a penalty @ 1% per day on total amount of the bill raised by the agency, However in the event of payment not released by the contractor to manpower by 15th day of a month then payment can be released by Employer directly to the persons and shall be recovered from the contractor by imposing 1% penal interest.
- 21.4 The bill must be accompanied with the copies of all the payments made to its employee as deployed and statutory compliances along with checklist for jobs performed and services provided, obtained after due certification by Officer-in-Charge or his authorized representatives.
- 21.5 The payment will be released to the contractor on certification of his bills by Officer-in-Charge or his authorized representative on monthly basis within 15 days of submission of bill after effecting statutory deductions through electronic mode.
- 21.6 VAT, TDS, Income Tax and other taxes will be paid/ deposited/ deducted as per provisions of applicable laws.
- 21.7 Payment by the agency to its workman should be made through bank payments only preferably through electronic mode of transfer.
- 21.8 Monthly Running Account / Interim bills along with documentary evidence of EPF, VAT paid etc. as applicable in respect of previous bill shall be submitted by the Contractor monthly on or before the date fixed by the OIC for the work executed. The OIC shall then verify the bills with reference to the measurements recorded in the measurement book(s).
- 21.9 Payment on account for amount admissible shall be made on the OIC certifying the sum to which the contractor is considered entitled by way of interim payment for the work executed, after deducting there from the amounts already paid if any, the security deposit and such other amounts as may be withheld/deductible or recoverable in terms of the Contract.
- 21.10 Payment of the Contractor's bills shall be made by the Employer within 15 days from the date of submission of the bill subject to the acceptance of the OIC.
- 21.11 Any interim bills given relating to work done or materials delivered, may be modified or corrected by any subsequent interim bills or by the final bill. No certificate(s) of the OIC supporting an interim payment shall itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the Contract.
- 21.12 In case of disputed items for which payment has been withheld, the Engineer-in charge will intimate to the Contractor in writing the details of such disputed items. The Contractor shall submit in writing the clarifications / modifications in regard to these disputed items to the Engineer-in-charge. After receipt of such clarifications / modifications and acceptance thereof by the OIC payment on receipt of such disputed items shall be released within 30 days thereafter.

22. PAYMENT OF FINAL BILL:

The final bill shall be submitted by the Contractor within one month of the date fixed for completion of the Work or of the date the Certificate of Completion furnished by the OIC whichever is later. No further claim in this regard unless as specified herein under shall be entertained. Payment shall be made within 3 months, of the submission

of Final bill. If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of three months. The Contractor shall submit a list of the disputed items within thirty days from the disallowance thereof and if he fails to do so, his claim shall be deemed to have been fully waived and absolutely extinguished. Provided further the Employer shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract or execution of the Works, unless the Contractor shall have included a claim in respect thereof in his Final Bill.

23. SETTLEMENT OF DISPUTE:

- 23.1 A notice of the existence of any dispute or difference in connection with this Contract, shall be served by either party within 30 days from the date of existence of such dispute or difference or after the attempt by the parties to the Contract for amicable settlement as per clause 30.2 has failed, whichever is later, failing which all rights and claims under this Contract shall be deemed to have been forfeited and absolutely barred.
- 23.2 No dispute or difference arising between the parties relating to or in connection with the Contract shall be referred to arbitration unless an attempt has first been made to settle the same amicably.

24. ARBITRATION:

In case of any dispute arising in out of above conditions, the matter will be initially referred to the sole arbitration by appropriate authority of Distt. Sankhuwasabha SAPDC Limited. However, if dispute still remains unresolved then the dispute will be resolved as per applicable dispute resolving mechanism, legislation applicable in Nepal. For un-resolved disputes, the Courts of Chainpur, Sankhuwasabha shall have the jurisdiction to adjudicate upon the matter.

25. LAW GOVERNING CONTRACT

Unless otherwise hereinafter provided, this Contract shall be construed, interpreted and governed by laws of Nepal. The laws applicable to the Contract shall be the laws in force in Nepal. Courts of Chainpur (Nepal) shall have exclusive Jurisdiction for adjudication upon the dispute arising out of the contract between the parties

SECTION –III

SPECIAL CONDITIONS OF THE CONTRACT (SCC)

SPECIAL CONDITIONS OF THE CONTRACT (SCC)

1. The Agency shall not assign or sub-contract any of the services under the contract. In case of violation/contravention of any of the terms and conditions mentioned herein, SAPDC reserves the right to terminate the agreement forthwith without giving any notice to the Agency and without prejudice to its right to recover damages and other charges/cost to SAPDC from amount payable to it or otherwise.
2. Employer has right to inspections for canteen/food any time without informing the agency/contractor.
3. Payment of wages of Cook/helper etc. shall be made by 7th of each month and for this Agency/Contractor shall have sufficient funds to pay the wages even if his bill(s) have not been paid.
4. The Agency/Contractor shall ensure the canteen must be hygienic & will have to care of Employee's health.
5. The agency/Contractor shall be responsible for all risks, liabilities and obligations arising out of this contract under any provision of law in force from time to time.

SECTION IV

CONTRACT FORMS

- 1. FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT AND INSTRUCTIONS TO BE FOLLOWED FOR EXECUTION OF ALL KIND OF BANK GUARANTEES**
- 2. FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT**
- 3. PERFORMA FOR AGREEMENT**

1. FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

WHEREAS _____ (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated _____ (date) for " Providing canteen services at SAPDC office complex, Tumlingtar for 2 years."

SEALED with the Common Seal of the said Bank this ____ day of _____ (Month and Year).

THE CONDITIONS of this obligation are:

1. If after Bid opening the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid or
2. If the Bidder having been notified of the acceptance of his Bid by the SJVN Arun-3 Power Development Company Private Limited(SAPDC), during the period of bid validity.
 - a. fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - b. fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders, or
 - c. does not accept the correction of the Bid Price pursuant to **Clause-24.0 of NIT & ITB.**
 - d. adopts corrupt or fraudulent practices

we undertake to pay to the SJVN Arun-3 Power Development Company Private Limited, the above amount upon receipt of its first written demand without the SJVN Arun-3 Power Development Company Private Limited having to substantiate its demand, provided that in its demand the SJVN Arun-3 Power Development Company Private Limited will note that the amount claimed by it due to it owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 120 days after the deadline for submission of Bids as stated in the invitation to bid or as it may be extended by the SJVN Arun-3 Power Development Company Private Limited notice of which extensions(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____

SIGNATURE OF THE BANK _____

WITNESS _____

SEAL _____

(Signature, name and address)

**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 original Bank Guarantee should be sent by the Bank to SJVN Arun-3 Power Development Company Private limited directly under Regd. Post (A.D.). However, in exceptional cases, where the original BG is handed over to the bidder by the issuing bank/branch, the bidder shall ensure that an un-stamped duplicate copy of the BG has been sent immediately by the issuing bank/branch under Regd. Post (A.D.) directly to SJVN Arun-3 Power Development Company Private limited with a covering letter to compare with original BGs and confirm that it is in order.

2. FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT

Date:

To,
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 " Providing canteen
services at SAPDC office complex , Tumlingtar for 2 years".

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 completion 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:.....]

PROFORMA FOR AGREEMENT

This agreement made this _____ day of _____
Between _____ (name and address of Employer) (hereinafter called
“SJVN Arun-3 Power Development Company”) and
_____ (name and address of
Contractor) (hereinafter called “the Contractor” of the other party).

Whereas the SJVN Arun-3 Power Development Company is desirous that the Contractor executes _____ (name and identification number of Contract) (hereinafter called ‘the Works’) and the SJVN Arun-3 Power Development Company has accepted the Bid by the Contractor for the execution and completion of such Works. at a contract price of NPRs. _____

NOW THIS AGREEMENT WITNESSETH as follow:

1. In this Agreement, words and expression shall assume the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. In consideration of the payments to be made by the SJVN Arun-3 Power Development Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the SAPDC to execute and complete the Work in all aspects, with the provisions of the Contract.
3. The SJVN Arun-3 Power Development Company hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and remedy the defects wherein the contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, Viz:
 - a) Agreement;
 - b) Letter of acceptance issued by Employer;
 - c) Corrigendum/Addendum if any;
 - d) Special Conditions of Contract;
 - e) General Conditions of Contract;
 - f) Detailed Scope of Work;
 - g) Priced Bill of Quantities;
 - h) Contractor’s Bid other than BOQ;
 - i) Instructions to Bidders; and
 - j) Any other document forming part of the Contract

For and on behalf of the Contractor

For and on behalf of SAPDC

i) Name: _____
(Authorized Signatory)

Name: _____

ii) Name : _____

Designation:

In the presence of:

In the presence of :

Name _____

Name _____

Add. _____

Add. _____

In witness whereof the parties have caused this Agreement to be executed the day and year first before written.

Signed and Delivered

Note: This Proforma is included in the Bidding Documents only for the information of the Bidders. Only the successful bidder, shall, in due course, be required to fill this Proforma.

SECTION V
Price Schedule/Bill of Quantities (BOQ)

Price Schedule/Bill of Quantities (BOQ)			
Name of Work: Providing canteen services at SAPDC office complex , Tumlingtar for 2 years. (PCD-131)			
S. No.	Description	Un-Skilled (Cook Helper)	Semi-Skilled (Cook)
1.	Notional Manpower	2	2
2.	Basic Pay	13455.0	14955.0
3.	Dearness Allowance(DA)	4995.0	4995.0
4.	PF@10% OF Sr.No.2	1345.5	1495.5
5.	Gratuity@8.33% of Sr.No.2	1120.8	1245.8
6.	Festival allowance@8.33% of Sr.No.2	1120.8	1245.8
7.	Insurance@5% of Sr.No.2	672.8	747.8
8.	Total for one month	22709.9	24684.8
9.	Total for one month as per quantity of notional manpower at sr.no.1	45419.7	49369.5
10.	Grand Total for 1 month of Sr. No. 9(For 2 Nos. Cook- Helper+ 2 Nos. Cook)	94,789.21/-	
11.	Grand Total for 24 months (For 2 Nos. Cook- Helper+ 2 Nos. Cook)	22,74,941/-	
Administrative and contractor profit @ % of Sr. No. 11			
		% Percentage in Figure	% Percentage in word
12.	Administrative and contractor profit @ ----- % of Sr. No. 11		

Date:-

Place: -

Bidders Name and Signature along with seal

Note:-(i). *The Agency/bidders/Contractor shall adhere and be responsible for payment of wages, salaries, bonus, social insurance, food, accommodation, transport, medical and canteen facilities and other statutory privileges and facilities of Nepal, cost on above shall be considered inclusive in the rates quoted by the bidder.*

(ii) *Bidders have also advise to considering all the expenses regarding his staff, menu and rates of items as per Annexure-I while quoting the rates against items of BOQ.*

(iii) *All the above mentioned figures are in NPRs.*

(iv) *VAT shall be paid extra as per actual on production of documentary evidence.*

FORM OF DECLARATION

M/s-----(name of Bidder/Supplier) having its registered office at ----- (hereinafter referred to as `the Bidder) having carefully studied all Terms and conditions, scope of work & Technical specifications, BOQ etc. and all corrigendum(if any) pertaining to the “Providing canteen services at SAPDC office complex , Tumlingtar for 2 years. (PCD-131)”_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 have been read and there is no deviation from the terms and conditions of the NIT including Corrigendum/Addendum (if any).

Date:

For and on behalf of the bidder /Supplier

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