



SJVN Limited

(A joint venture of Govt. of India and Govt. of H.P.)

Lower Arun Hydroelectric Project (669 MW)

Package P-1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc.

(E-Tender No. : DCB-CCD-LAHEP-P1-434-01)

Shimla

November 2024

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

Table of Contents

Volume	Section	Content
I	Section 1	Press Notice, NIT
	Section 2	Instructions to Bidders (ITB) and Bid Data
	Section 3	Information for Bidders (IFB) and Construction Schedule
	Section 4	Bidding Forms
II	Section 5	General Conditions of Contract
	Section 6	Particular Conditions of Contract
	Section 7	Contract Forms
III	Section 8	Bill of Quantities
IV	Section 9	Technical Specifications
V	Section 10	Drawings

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

Section 1 : Press Notice, NIT

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

PRESS NOTICE



SJVN Limited
(A Joint Venture of Govt. of India & Govt. of H.P.)
A Navratna CPSE
CIN: 40101HP1988GOI008409

Date: 01.11.2024

e-Tender No. : DCB-CCD-LAHEP-P1-434-01

Online bids (e-tenders) are hereby invited by SJVN (the Consultant) on behalf of SLPDC (the Employer) from eligible Indian Bidders or Joint Venture of Indian and Nepalese origin bidders, with Indian firm as lead partner and atleast 51% participation share, for construction of following Civil Works & Hydro Mechanical Works Packages of Lower Arun HEP (669 MW) located in Sankhuwasabha District. of Nepal:

Contract Package Number	Description of Work	Cost of Bid Document	Bid Security	Date of Bid submission and opening
P-1	Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit - 2, 3 & 4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road works etc.	INR 7,000 or NPR 11,200	INR 1.0 cr. or NPR 1.6 cr.	Submission : 12.12.2024 upto 1300 Hrs (IST) Opening : 12.12.2024 at 1500 Hrs (IST)
P-2	Construction of Adit - 5 & 6 to HRT, HRT from STA. 11865.723 m to 17278.009 m, Surge Shaft & Surge Shaft Gates etc. Pressure Shaft, BVC & Access Adit, Power House, Switchyard, Surface Pothead Yard, Tail Race Channel, Steel Liner for Pressure Shafts, Draft Tube Gates & hoists and Road works etc.	INR 7,000 or NPR 11,200	INR 1.0 cr. or NPR 1.6 cr.	Submission : 12.12.2024 upto 1300 Hrs (IST) Opening : 12.12.2024 at 1500 Hrs (IST)

For details, visit websites www.sjvn.nic.in, www.slpdc.com.np, www.eprocure.gov.in and <https://etender.sjvn.co.in>. The Bid Documents shall be available for download w.e.f. 01.11.2024.

Amendments, if any, shall be issued only on websites.

For and on behalf of SJVN Limited,

Sd/-

HOD (Civil Contracts)

SJVN Ltd. (Consultant),

Corporate Office Complex,

Shanan, Shimla -171006 (H.P.), E-mail: civilcontract@sjvn.nic.in.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.



SJVN Limited

(A Joint Venture of Govt. of India & Govt. of H.P.)

A Navratna PSU

CIN: 40101HP1988GOI008409

NOTICE INVITING TENDER

Tender No.: DCB-CCD-LAHEP-P1-434-01

1. SJVN Ltd. (a joint venture of Government of India and Government of Himachal Pradesh) has promoted SJVN Lower Arun Power Development Company (P) Ltd. (SLPDC) as a single shareholder company in Nepal to plan, promote, organize and execute Lower Arun Hydroelectric Project (669 MW) in Sankhuwasabha District. of Nepal on BOOT basis. The registered office of SLPDC is located at Arun Sadan, Tumlingtar, Distt. Sankhuwasabha, Nepal (here-in-after referred to as “Employer”).
2. The Project Development Agreement between Employer and Government of Nepal has been signed on 01.06.2023 (hereinafter referred to as “PDA”).
3. The Employer is in the process of engaging SJVN Ltd., having its registered office at Shanan, Shimla, Himachal Pradesh, India, as Consultant for pre-award contract management (here-in-after referred to as the “Consultant”).
4. The Consultant invites online e-tenders on behalf of the Employer in single stage two envelope bid system for construction of Works on item rate basis, as summarized herein below and described in Bid Document, hereinafter referred to as the “Works”. The bids shall be submitted online through <https://etender.sjvn.co.in/>.

Contract Package Number	Description of Work	Cost of Bid Document (INR)	Bid Security	Completion Period (Months)
P-1	Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to Head Race Tunnel, Head Race Tunnel from STA. 100.00 m to 11865.723 m Spill Tunnel Gate, Adit-3 Gate and Road works etc.	INR 7,000 or NPR 11,200*	INR 1,00,00,000/- (Indian Rupees One Crore only) OR NPR 1,60,00,000/- (Nepalese Rupees One Crore and Sixty Lakh only)	54 Months

* Cost of Bid Document shall be submitted online on <https://etender.sjvn.co.in/>.

5. Indian firms Or Joint Venture/Consortium of Indian firms Or Joint Venture/Consortium of Indian and Nepalese firms (with Indian firm as lead partner) meeting minimum Eligibility and Qualification Criteria shall be allowed to bid.
6. Bidders should not have been banned/ de-listed/ black listed/ debarred from business by GOI/GON or any of its department during last 03 (three) years on grounds mentioned in para 6 of Guidelines on banning of Business dealing enclosed as Annex-A of the Format of Integrity Pact (refer section-3: Bidding Forms) and/or due to non-performance and/or by

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

MOP/GOI/ SJVN/SAPDC/SLPDC on any grounds. Bidder shall submit an Undertaking as per Attachment-11 (Section-4, Bidding Forms) to this effect.

7. Bidder shall submit an undertaking as per proforma provided in the Bid Documents (Attachment-10, Section-4) to the effect that he has read and understood the conditions laid down by Ministry of Finance, Govt. of India vide their OM no. 6/18/2019-PPD dated 23rd July 2020 regarding procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.
8. To improve transparency and fairness in the tendering process, the Employer is implementing Integrity Pact. The Integrity Pact, signed by all 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 during implementation of the Contract. Only those Bidders who have entered into Integrity Pact with the Employer shall be eligible to participate in the bidding process. Entering into Integrity Pact is a basic qualifying requirement. In case of JV/Consortium, each partner of JV/Consortium shall sign Integrity Pact with the Employer. In case of sub-contracting, the Bidder shall take responsibility for adoption of Integrity Pact by the Sub-contractor. In case of sub-contractors, the Integrity Pact will be a tri-partite agreement to be signed by the Employer, the Bidder and subcontractor. Bidders including sub-contractors signing Integrity Pact shall not approach the Courts while representing the matter to IEMs and he/she will await the decision in the matter.
9. The minimum qualifying requirements for eligible bidders shall be as defined in Instruction to Bidders (Section 2 of the Bid document)
10. The Employer will award the Contract to the Bidder, meeting the specified qualifying requirement and whose Bid has been determined to be substantially responsive to the bid documents and who has offered the lowest bid price in pursuance to the bidding conditions.
11. Interested bidders have to register themselves on the e-portal i.e., <https://etender.sjvn.co.in/SRMLLogin/SRMLLogin.jsp> for downloading of Bid Documents, submission of bids, participating in e-RA etc. The details of registration process & fee, bidding process, e-RA etc. and bidder Manual is available on <https://sjvnindia.com/UploadFiles/FileUploadManagement/SJVNeTenderingBidderManual.pdf> under Tender Management system. The bids shall be submitted online through <https://etender.sjvn.co.in/>. The interested Bidders can also download the Volume-I of Bid Document from websites: www.slpdc.com.np, www.sjvn.nic.in & www.eprocure.gov.in. Further, Amendments/Corrigendum /Notification (if any) shall be issued only on above mentioned websites.
12. The key particulars/details and dates of this invitation are as under :

Last date and time for availability/ downloading of Bid document on website https://etender.sjvn.co.in	:	On or before 12.12.2024 (1300 Hrs)
Last date for receiving request for clarifications from Bidders.	:	Three (03) days before pre-bid meeting.
Venue, time and date of the pre-bid meeting	:	Shall be intimated later by issuance of separate notification on websites
Deadline for submission of bids :	:	1. Online submission: 12.12.2024 (1300 Hrs.)

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		2. Offline submission: 18.12.2024 (1800 Hrs.)
Date & time for Bid opening.	:	Part-I (Techno-commercial Bid): Online bid opening: 12.12.2024 (1500 Hrs.) Part-II (Price Bid): To be intimated later on to the bidders meeting the specified qualifying criteria and also whose Techno-Commercial Bids are found responsive.
Venue for opening of bid proposals	:	Corporate Civil Contracts Department, SJVN Corporate Office Complex, Shanan, Shimla, 171006 (H.P.).

13. For any enquiry with respect to project site, site visit etc. the Bidder may contact the following person :

Designation	Address	Phone No.
CEO, SLPDC	SLPDC, Satluj Bhawan, Arun Sadan, Tumlingtar, Distt. Sankhuwasabha, Nepal. E-mail: ceo.lahep@sjvn.nic.in	+977 029 575141

14. For any enquiry/clarification for registration, submission of Bids and any other information, the Bidder may contact the following person:

Sr. No.	Designation	Address	Phone No.
(i)	General Manager (Civil)	Corporate Civil Contracts Department, SJVN Corporate Office Complex, Shanan, Shimla, 171006 (H.P.). Email: civilcontract@sjvn.nic.in	0177-2660167
(ii)	Sr. Manager (Civil)		0177-2660161

15. All correspondence with regard to the above shall be made at the following address :

Sd/-
HOD (Civil Contracts)
SJVN Ltd. (Consultant)
Corporate Office Complex,
Shanan, Shimla, 171006 (HP)
Telephone No.+91-177-2660161
Fax: +91-177-2660164.
Email: civilcontract@sjvn.nic.in

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

Section 2 : Instructions to Bidders (ITB) and Bid Data

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

INSTRUCTIONS TO BIDDERS & BID DATA

TABLE OF CONTENTS

Table of Contents		
A. General		
1	Scope of Bid	11
2	Source of Funds	11
3	Eligible Bidders	11
4	Eligible Materials, Plant, Supplies, Equipment and Services	12
5	Qualification of the Bidder	12
6	Nature of Bidders	17
7	Cost of Bidding	20
8	Site Visit	20
B. Bid Documents		
9	Content of Bid Documents	21
10	Clarification of Bid Documents	21
11	Amendment to Bid Documents	22
C. Preparation of Bids		
12	Language of Bid	22
13	Documents Comprising the Bid	22
14	Letter of Tender and Bill of Quantity	24
15	Bid Price	24
16	Currencies of Bid and Payment	25
17	Bid Validity	25
18	Bid Security	25
19	Pre-bid Meeting	27
20	Format and Signing of Bid	27
D. Submission of Bids		
21	Preparation, Uploading and Submission of Bids	28
22	Deadline for Submission of Bids	30
23	Late Bids	31
24	Modification, Substitution and Withdrawal of Bids	31
E. Bid Opening and Evaluation		
25	Bid Opening	31
26	Process to be Confidential	31

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

27	Clarification of Bids	31
28	Examination of Bids and Determination of Responsiveness	32
29	Conversion to Single Currency for Evaluation of Bids	33
30	Evaluation and Comparison of Bids	33
31	E-Reverse Auction	33
F. Award Of Contract		
32	Award	36
33	Employer’s Right to Accept any Bid and to Reject any or all Bids	36
34	Notification of Award	36
35	Signing of Agreement	36
36	Performance Security	36
37	Permanent Account Number (PAN)	37
38	Corrupt or Fraudulent Practices	37
39	E-Payment	38
	Annexure A : Technical Evaluation	39
	Bid Data	41

A. GENERAL

1. SCOPE OF BID

- 1.1 SJVN Ltd. (a joint venture of Government of India and Government of Himachal Pradesh) has promoted SJVN Lower Arun Power Development Company (P) Ltd. (SLPDC) as a single shareholder company in Nepal to plan, promote, organize and execute Lower Arun Hydroelectric Project (669 MW) in Sankhuwasabha District. of Nepal on BOOT basis. The registered office of SLPDC is located at Arun Sadan, Tumlingtar, Distt. Sankhuwasabha, Nepal (here-in-after referred to as “Employer”).
- 1.2 The Project Development Agreement between Employer and Government of Nepal has been signed on 01.06.2023 (hereinafter referred to as “PDA”).
- 1.3 The Employer is in the process of engaging SJVN Ltd., having its registered office at Shanan, Shimla, Himachal Pradesh, India, as consultant for pre-award contract management (here-in-after referred to as the “Consultant”).
- 1.4 The Consultant invites online e-tenders on behalf of the Employer in single stage two envelope bid system for construction of Works on item rate basis, as described in the Bid Document and summarized in the Bid Data, hereinafter referred to as the “Works”. The bids shall be submitted online through <https://etender.sjvn.co.in>.
- 1.5 The successful bidder will be required to complete the ‘Works’ within the period stated in the ‘Bid Data’ and ‘Appendix to Tender’ effective from the date of issue of the Letter of Acceptance of the Works.
- 1.6 Throughout these Bid Documents, the terms bid and tender and their derivatives (bidder/tenderer, bid/tender, bidding/ tendering etc.) are synonymous, day means calendar day. Singular also means plural, unless these are repugnant to the context.

2. SOURCE OF FUNDS

The Project envisages a debt-equity ratio of 70: 30.

3. ELIGIBLE BIDDERS

- 3.1 This invitation to bid is open to (i) all the bidders from India Or (ii) Joint Venture/Consortium of Indian firms Or (iii) Joint Venture/Consortium of Indian and Nepalese firms (with Indian firm as lead partner), provided they meet the Qualification Criteria as per Clause-5 hereunder.
- 3.2 Bidders should not have been banned/ de-listed/ black listed/ debarred from business by GOI/GON or any of its department during last 03 (three) years on grounds mentioned in para 6 of Guidelines on banning of Business dealing enclosed as Annex-A of the Format of Integrity Pact (refer section-4: Bidding Forms) and/or due to non-performance and/or by MOP/GOI/ SJVN/SAPDC/SLPDC on any grounds. Bidder shall submit an Undertaking as per Attachment-11 (Section-4, Bidding Forms) to this effect.
- 3.3 Bidder shall submit an undertaking as per proforma provided in the Bid Documents (Attachment-10, Section-4) to the effect that he has read and understood the conditions laid down by Ministry of Finance, Govt. of India vide their OM no. 6/18/2019-PPD dated 23rd July 2020 regarding procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries
- 3.4 To improve transparency and fairness in the tendering process the Employer is implementing Integrity Pact. Integrity Pact is deemed as part of the Contract so that the prospective bidders are bound by its provisions.

The Integrity Pact, signed by all 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 during implementation of the Contract. Only those Bidders who have entered into Integrity Pact with the Employer shall be eligible to participate in the bidding process. Entering into Integrity Pact as per Performa (Section-4: Bidding Forms) is a basic qualifying requirement. In case of JV/consortium, each member shall sign Integrity Pact with the Employer. In case of sub-contracting, the Bidder shall take responsibility for adoption of Integrity Pact by the Sub-contractor. In case of sub-contractors, the Integrity Pact will be a tri-partite agreement to be signed by the Employer, the Bidder and subcontractor. Bidders including sub-contractors signing Integrity Pact shall not approach the Courts while representing the matter to IEMs and he/she will await the decision in the matter.

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

<p>1. Sh. Manoj Pant, IFoS (Retd.), Independent External Monitor, House no. 70, Usha Colony, Sahastradhara Road, Dehradun-248013, Uttarakhand Email- mpant2007@gmail.com</p>	<p>2. Dr. Davendra Verma, ISS (Retd.), Independent External Monitor, 604, Tower-14, Purvanchal Royal City, Chi V, Greater Noida, G. B. Nagar-201310, Uttar Pradesh Email- verma.davendra@gmail.com</p>
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The Integrity Pact duly signed on behalf of the Employer is given in Section 4 of this Bid Document. The Integrity Pact shall be downloaded, printed, and signed by the bidder and the hard copy shall be submitted as provided in clause 21.6 of ITB.

The successful bidder shall submit duly executed Integrity Pact on Non-Judicial stamp paper of appropriate value prior to signing of Contract Agreement.

4. ELIGIBLE MATERIALS, PLANT, SUPPLIES, EQUIPMENT AND SERVICES

4.1 The materials, Plant or Contractor's Equipment (Equipment), other supplies, and services to be provided under the contract, shall have their origin in eligible source countries, defined under the Government of India/Nepal Guidelines, and all expenditures made under the contract will be limited to such materials, Plant or Contractor's Equipment, other supplies, and services.

4.2 For purposes of Sub-Clause 4.1 above, origin means the place where the materials, Plant, Equipment, and other supplies are mined, grown, produced, or manufactured, and from which the services are supplied.

5. QUALIFICATION OF THE BIDDER

5.1 Bidders shall, as part of their bid:

- a) submit a written power of attorney (POA) as per sub-clause 21.6 of ITB authorizing the signatory of the bid to commit the bidder;
 - i) In case of a General Power of Attorney, a true copy of the POA shall be duly notarized by Notary Public along with a declaration from the Company Secretary /Corporate Secretary endorsing the validity of the Power of Attorney.
 - ii) In case of a specific Power of Attorney (as per format included section 4), the original POA along with a copy of the resolution of Board of Directors for the specific appointment. In case of delegation by a General POA holder,

the documents as sought under (i) above shall be submitted alongwith the original specific POA.

- iii) Power of Attorneys executed by Bidders shall be duly stamped in accordance with applicable laws in Nepal/India.
 - b) Submit/include in their bids the following information/documents:
 - (i) work commitments; and
 - (ii) availability of major Equipment.
 - c) Each bidder shall duly fill in the prescribed Datasheets/ qualification particulars along-with relevant experience certificates, Annual reports, and other information evidencing proof of their meeting the qualification criteria stipulated herein.
 - d) submit an offer which is clear, comprehensive, unambiguous and complete in all respects including all necessary technical, contractual and commercial information.
 - e) submit a Declaration, as per Proforma given in Section-4(Bidding Forms) confirming that the bid submitted by the bidder is strictly in conformity with the documents issued by the Consultant.
- 5.2 Bid submitted by a joint venture/ consortium of not more than two firms/companies, as partners shall comply with the following requirements:
- a) the bid shall include all the information listed in Sub-Clause 5.1 above;
 - b) In case of JV/Consortium, any partner can register itself with the portal. The legally authorized signatory having notarized Power of Attorney of the partners of Joint Venture shall authorize such partner to carry out bidding process through portal on behalf of JV/Consortium. An undertaking that the bidding process carried out by the person authorized by such partner at the portal is deemed to have been carried out by all the partners and the bid submitted online is binding on them is to be submitted in hard copy as per clause 21 of ITB.
 - c) one of the partners shall be authorized as the lead partner, who shall receive instructions and incur liabilities for and on behalf of the joint venture/consortium during pre-award and post-award (if awarded).
 - d) all discussions, bid clarifications and negotiations, if any, during pre-award stages shall be done with the lead partner along with other partners;
 - e) The payments against the Contract shall be made in the name of each party for the work under its scope or Lead Partner of JV/Consortium with the prior consent of other partner(s), as is proposed by the Bidder and accepted by the Employer;
 - f) all partners of the joint venture/consortium shall be liable jointly and severally for the execution of the Contract in accordance with the contractual terms, and a statement to this effect shall be included in the bid and in the Agreement (in case of a successful bid).
- 5.3 Bids submitted by a Bidder with sub-contractor(s), shall comply with the following minimum requirements:

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- (i) The Bidder and his sub-contractor(s) should submit separate undertakings (as per **Attachment-6(i)** of the Letter of Tender) that the Bidder/sub-contractors shall be responsible for execution of that item of work for which they claim to have specific construction experience.
 - (ii) In order to ensure serious participation of the sub-contractor(s) for work proposed to be executed by the sub-contractor(s), a Joint Deed of Undertaking (as per **Attachment-6(ii)** of the Letter of Tender) shall be required to be submitted by the Contractor and sub-contractor(s). Besides this Sub-contractor(s) shall submit Performance Bank Guarantee equivalent to 5 % of value of Work sublet in addition to the Performance Bank Guarantee submitted by the Bidders on award of Work. In that case, amount of work sub-let shall be reduced from Accepted Contract Amount for purpose of calculation of amount of Performance Bank Guarantee to be submitted by Contractor.
- 5.4 Bids by Merged/Acquired/Subsidiary Company shall comply with the following minimum requirements:
- (i) Commitment by the parent/holding company to sign a separate **agreement with SLPDC** (as per format contained in **Attachment-7(i)** of the Letter of Tender) confirming full support for the technical and financial requirements of the subsidiary company and commit to take up the work itself in case of non-performance by the subsidiary company in the event of award of the work to the subsidiary company.
 - (ii) Parent/holding company shall submit an undertaking alongwith the bid (as per format contained in **Attachment-7(i)** of the Letter of Tender) that in case Bidding Company(Subsidiary Company) gets qualified and awarded the work package on **the strength of Parent/holding Company**, Parent/holding company shall enter into a separate Agreement (as per **Attachment-7(ii) or 7(iii), as applicable**).

5.5 The minimum qualifying requirement for the eligible bidders is as under :

5.5.1 Technical Criteria

5.5.1.1 General Experience

The Bidder as Sole Contractor or Partner of a Joint Venture/Consortium or Sub-Contractor approved by the respective employer should have experience of having executed/executing Similar Work(s) of at least either of following amounts in the preceding 15 years reckoned from the date of issue of NIT:

One Similar Work costing not less than INR 1040 crore.

Or

Two Similar Works costing not less than INR 650 crore each.

Or

Three Similar Works costing not less than INR 520 crore each.

Similar Work means, “Construction of Civil works of Hydro projects or other civil / infrastructure works”.

5.5.1.2 Specific Experience

The Bidder as Sole Contractor or as Partner of JV/Consortium or Sub-contractor approved by the respective employer should have experience of having executed following works in

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ongoing/ completed project(s) in the preceding 20 years reckoned from the date of issue of NIT:

- i) Excavation and concrete lining of minimum 1.0 km length of tunnel with 6.0 m finished dia. in any single Hydro or Civil/infrastructure project.
- ii) Underground excavation of atleast 8,00,000 m³ in any single Hydro or Civil/infrastructure project.

Notes for clause no. 5.5.1:

- i. Experience of above different activities / components need not be from the same project.
- ii. Experience of self or JV/ Consortium partner or parent company will be admissible. For JV/Consortium and Parent company, provisions of clause 6.4 and 6.3 respectively shall apply.
- iii. In case of ongoing projects, the amount/quantum of work done shall be considered for the purpose of qualifying criteria.
- iv. If the work for which experience is being claimed has been completed in last 15/20 years period, even if it has started earlier, the same shall be considered.
- v. Experience certificate from employer and Work Order/Contract Agreement indicating the scope of work should be submitted alongwith the bid to substantiate the experience in all cases.

5.5.2 Financial Criteria:

- i) Submission of audited balance sheets or if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, for the last three years to demonstrate:
 - (a) The net worth shall be positive in two years out of the last three immediately preceding financial years. However, the Net Worth of the immediately preceding financial year shall be positive. The Net Worth shall be submitted in terms of the definition under sub-section 2 (57) of the Indian Companies Act, 2013 as amended from time to time or equivalent Act in Nepal (for Nepalese bidders), duly certified by Statutory Auditor.
 - (b) Capacity to have a Cash Flow Amount/Working Capital of at least INR 48 Crore or equivalent as evident from the audited Balance Sheet / equivalent Financial Statements including profit and loss statement of the immediately preceding financial year. Working Capital/Cash Flow amount shall be submitted as difference of Current Assets and Current Liabilities, duly certified by Statutory Auditor. For the purpose of arriving at Working Capital, Inventory shall not be considered as part of Current Assets.
- ii) Average Annual Turnover: Minimum Average Annual Turnover shall be INR 360 Crore or equivalent for the immediately preceding two consecutive financial years. Turnover duly certified by Statutory Auditor of the bidder/partner shall be submitted with bid. For the purpose of arriving at Average Annual Turnover, total income, except non-recurring income e.g. sale of fixed assets, shall be considered.

General Notes for clause 5.5.2:

- i. Sub-Contractor's financial parameters shall not be considered for working out Net Worth, Average Annual Turnover and Working Capital of the Bidder.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

- ii. Annual Report comprising audited Balance Sheets, Profit & Loss Accounts, the schedules and other Financial Statements of the immediately preceding three (3) years should be furnished by the bidder for evaluating the requirement stipulated hereinabove.
- iii. Immediately preceding financial year shall be the financial year ending six months before the last date of submission of Bids.

For Indian Bidders: For example, if the last date for submission of bids is between 1st April 2024 to 30th September, 2024, then the immediately preceding financial year shall be 2022-23, in case the Board has not approved the annual accounts for year 2023-24. In this case a statement to the effect that Board has not approved the Annual Accounts for the FY 2023-24 must be included in the requisite Statutory Auditor Certificate(s). In case board has approved the annual accounts for financial year 2023-24, then bidder has to submit such account and the year 2023-24 shall be taken as immediate preceding financial year. Similarly, where the last date for submission of bids is between 1st October, 2024 to 31st March, 2025, then the immediate preceding financial year shall be 2023-24.

For Nepalese Bidders: For example, if the last date of submission of bids is between Shawan 1, 2081 to Paush 29, 2081, then the immediately preceding financial year shall be 2079-80, in case the Board has not approved the annual accounts for the year 2080-81. In this case a statement to the effect that board has not approved the Annual Accounts for the year 2080-81 must be included in the requisite Statutory Auditors Certificate(s). In case Board has approved the annual accounts for the financial year 2080-81, then bidder has to submit such accounts and the year 2080-81 shall be taken as immediately preceding financial year. Similarly, where the last date of submission of bids is between Magh 1, 2081 to Asad 31, 2082, then the immediately preceding financial year shall be 2080-81.

- iv. Wherever, the Annual Report/ duly notarized copies of Audited Printed Annual Financial Statement are in language other than English, then copy duly translated & printed in English language and certified by approved/ recognized English translator shall be submitted with the Bid.
- v. Equivalent financial statement shall mean the financial statement which is to be prepared as per the law of bidder's country.
- vi. For the purpose of compliance of the stipulated turnover criteria given at Financial Criteria, the turnover from JV/Consortium(s) as declared in the Joint Venture/Consortium Agreement shall also be considered. The proportionate JV/Consortium turnover shall be certified by their statutory auditor if the same is not appearing in Audited Financial Statement.
- vii. For conversion from INR to NPR and vice versa, a factor of 1.6 will be considered. For conversion from other currencies, Market bills selling exchange rate for similar transactions at the end of the day for the end of respective accounting period, as published by SBI, shall be considered.

5.5.3 Bid Capacity

The available Bid capacity of the Bidder for the participation in the present tender, calculated as under should not be less than INR 1300 Crore.

Available Bid capacity = (2 x A x N) - B

Where;

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

A= Indexed value of maximum value of civil works executed (in an on-going or completed project) in any one year during last 5 years, keeping index of inflation as 6% (compounded annually) for calculating A at present Price Level.

N = Completion period of the subject contract package in years

B = Value of existing commitments and ongoing works to be completed in next "N" years.

Note: The information related to the maximum value of works executed in any one year during the last 5 years and existing commitments including ongoing works shall be supported with a certificate from the Statutory Auditor.

6.0 Nature of Bidders

The Bidder should either be an Indian firm or Joint Venture/Consortium of Indian firms Or Joint Venture/Consortium of Indian and Nepalese firms (with Indian firm as lead partner) formed for participating in the tendering for this project. The number of partners in the Joint Venture/ Consortium including the Lead Partner shall not exceed two (2). The lead partner must be Indian and shall be having minimum 51 % participation. The other partner shall have minimum 20% participation.

6.1 Joint Venture/Consortium Bidders:

Joint Venture or Consortium shall comply with the following minimum qualifying requirements:

- (i) The Lead Partner to fully meet atleast the following:
 - a. General experience criteria specified in para 5.5.1.1.
 - b. Specific experience criteria specified in para 5.5.1.2 (i).
 - c. Average annual turnover criteria based on % participation and shall not be less than 51% of criteria specified under Financial Criteria in para 5.5.2 (ii).
 - d. Working Capital Criteria based on the % participation.
 - e. Net Worth criteria specified under Financial Capacity in para 5.5.2 (i) (a).
 - f. Bid Capacity requirement based on % participation.
- (ii) The other partner to individually meet atleast the following:
 - a. Specific experience criteria specified in para 5.5.1.2 (ii).
 - b. Average annual turnover criteria based on % participation and shall not be less than 20% of criteria specified under Financial Criteria in para 5.5.2 (ii).
 - c. Working Capital Criteria based on the % participation.
 - d. Net Worth criteria specified under Financial Capacity in para 5.5.2 (i) (a).
 - e. Bid Capacity requirement based on % participation.
- (iii) The Technical Experience of each component / structure to be met individually by the Lead partner and / or other partner as the case may be.
- (iv) The Joint Venture/Consortium shall collectively satisfy, as a whole the Financial as well as Technical Requirements.
- (v) The parties shall be required to form the Joint Venture/Consortium before applying for the tender which shall be evinced by submitting a copy of the Joint Venture/Consortium agreement already entered into for the purpose. The Joint Venture/Consortium agreement should contain the roles and responsibilities of each constituent, the proposed

participation share of each partner along with the items of work to be executed by each partner.

6.2 Bidders with Sub-Contractors:

The Bidder (sole contractor) shall be allowed to associate one sub-contractor for specified activities as brought out below for which he does not have the requisite experience. The criteria to be met by such Bidders shall be as follows. Whereas, a JV / Consortium shall not be allowed to associate any sub-contractor.

- (i) The Sole Contractor himself to fully meet atleast the following:
 - a. General construction experience criteria specified in para 5.5.1.1.
 - b. Specific experience criteria specified in para 5.5.1.2 (i).
 - c. All criteria mentioned under Financial capacity in para 5.5.2.
 - d. Bid Capacity as mentioned in Para 5.5.3.
- (ii) The Bidder (Sole Contractor) can propose one (01) sub-contractor for meeting the specific experience criteria specified in para 5.5.1.2 (ii). The proposed sub-contractor shall individually meet the Specific Experience criteria listed in para 5.5.1.2 (ii).
- (iii) The Bidder and his proposed Sub-Contractor should collectively satisfy, as a whole all the specified experience requirements.
- (iv) The Bidder and his sub-contractor should submit separate undertakings that the Bidder/sub-contractor shall be responsible for execution of that item of work for which they claim to have specific experience.
- (v) Sub-contractor shall submit Performance Bank Guarantee equivalent to 5 % of value of Work sublet in addition to the Performance Bank Guarantee submitted by the Bidders on award of Work. In that case, amount of work sub-let shall be reduced from Accepted Contract Amount for purpose of calculation of amount of Performance Bank Guarantee to be submitted by Bidder.
- (vi) In case Sub-Contractor is a subsidiary company and applying for qualification on the technical strength of Parent/Holding company, the Parent/holding company shall submit an undertaking alongwith the bid that in case of award of work, they will provide the full technical and financial support for completion of work (as per format contained in Attachment-7 (iv)).
- (vii) An agency can participate as a Sub-Contractor in more than one bid but only in that capacity.

6.3 Bids by Merged/ Acquired/ Subsidiary Companies:

- i. In case of an Bidder's Company, formed after merger and/ or acquisition of other companies, past experience and other antecedents of the merged/acquired companies will be considered for qualification of such Bidder provided such Bidder's Company continues to own the requisite assets and resources of the merged/ acquired companies needed for execution and successful implementation of the work package put to tender.
- ii. Similarly, if the Bidder (JV/Consortium partner) is a subsidiary company and applies for qualification on the unconditional technical and financial strength of the Parent/ Holding company, the same shall be considered provided the Parent/ Holding company commits to sign a separate agreement with the Employer (in the Format provided in the Bid Document) evincing full support for the technical and financial requirements of the subsidiary company and commit to take up the work itself in case of non-performance by the subsidiary company in the event of award of the work to the subsidiary company. An

undertaking by the Parent/Holding company to this effect shall be submitted alongwith the bid (in the Format provided in the Bid Document).

- iii. For the purpose stated herein above in this clause, ‘Parent Company’ shall mean the ‘Holding Company’ owning majority (more than 50%) shares of such Bidders (Subsidiary) Company. Similarly by extensions of this interpretation, if “A” is owned by a ‘ Holding Company’ “B” which in turn is owned by another Holding Company “C” then “C” is construed as the ‘Parent Company’ of “A” as well and so on. An apex ‘Parent Company’ may own number of independent Subsidiary / Group Companies and if any of these Subsidiary/Group Company commits assured support and unhindered access to its assets and resources to another Subsidiary/Group Company (Bidders in this case) under the same apex ‘Parent Company’ then experience and other credentials of such Subsidiary/Group Company shall also be considered for qualification of the Bidders Subsidiary Company provided such commitment is evidenced /authorized and guaranteed by the apex ‘Parent Company’.
- iv. In case the Bidder (subsidiary company) gets qualified and awarded the work package, the Parent company/Holding Company will be required to enter into a separate Agreement in the requisite Format provided in the Bid Document. The experience of subsidiary companies of the Parent/ Holding Company will be considered experience of the Parent/ Holding Company.
- v. However, for fulfilment of financial criteria, financial evaluation vis-à-vis the requirement as stated above shall be done on the basis of consolidated printed annual report for the immediately preceding three (03) years of the Parent/ Apex Parent Company submitted by the bidder along with the bid.

6.4 Evaluation of Specific Experience

For evaluation of specific experience for works executed as a JV/Consortium, following criteria shall be considered:

- i. The evaluation of specific experience for a work executed on JV basis shall be based on role and scope of work in such joint ventures. To establish the role and scope of work in such Joint Venture contracts, the Bidders shall adduce documentary evidence to the extent of claimed experience. In case the quantum of work as per experience certificate does not match with the scope of work as defined in the JV/consortium agreement, then the experience credentials shall be considered as per the experience certificate issued by the employer /client.
- ii. In case scope of work of individual partners is not clearly defined in the JV/consortium agreement then credential of partners shall be decided in the following manner:-
 - a. Where specific experience certificate in respect of individual JV partners is available, the same shall be considered to the extent of work executed by such JV partner.
 - b. Where specific experience certificate is not available, or experience certificate is issued in the name of JV/consortium, the evaluation shall be done in the following manner:-
 - i. In case the participation / profit sharing percentage of firm as per JV agreement is at least 35%, full credit of the work executed by the JV/consortium shall be given to such firm.

- ii. In case the participation / profit sharing percentage of firm in JV agreement is less than 35%, no credit of work executed under such JV shall be given to such firm.
- iii. Notwithstanding (i) and (ii) above, in case of availability of specific experience certificate, (a) above shall apply.

In case both participation share and profit sharing ratio are available in the JV Agreement, participation share shall prevail.

- iii. For the portion of work executed through a sub-contractor, full experience for that portion of work can be claimed by the contractor as well as sub-contractor for fulfilling criteria for evaluation of Bidder's specific experience.

7. COST OF BIDDING

- 7.1 The bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

8. SITE VISIT

- 8.1 The bidders in their own interest, should inspect and examine the site and its surroundings and satisfy themselves, before submitting their bid, in respect of the site conditions including but not restricted to the following which may influence or affect the Works or cost thereof under the Contract:
 - a) Site conditions including access to the Site, existing and required roads and other means of transport/ communication for use by them in connection with the Works;
 - b) Requirement and availability of land and other facilities, for their enabling works, colonies, stores and workshops, batching plant, crushing plant, etc.;
 - c) Ground conditions including those bearing upon transportation, disposal, handling and storage of materials required for the work or obtained there from;
 - d) Source and extent of availability of suitable materials including water, etc. and labour (skilled and un-skilled), required for Works and laws and regulations governing their use and employment;
 - e) Geological, meteorological, topographical and other general features of the site and its surroundings as are pertaining to and needed for the performance of the Works;
 - f) The limit and extent of surface and sub-surface water to be encountered during the performance of the Works and the requirement of drainage and pumping;
 - g) The type of Equipment and facilities needed, preliminary to, for and in the performance of the Works; and
 - h) All other information pertaining to and needed for the Works including information as to the risks, contingencies and other circumstances which may influence or affect the work or the cost thereof under this Contract.
 - i) Environmental aspects.
 - j) All applicable taxes, duties, royalty, cess, octroi etc.
 - k) Feasibility and adequacy of extracting material from the identified quarries.

- 8.2 The bidders should note that information, if any, in regard to the site and local conditions, in these Bid Documents is indicative only and has been given merely to assist the bidders and is not exhaustive.
- 8.3 The bidders should note and keep in mind that the Employer shall bear no responsibility for former’s lack of acquaintance of the Site and other conditions or any information relating thereto. 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.
- 8.4 The bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, its personnel, and agents, will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 8.5 The bidders should note and bear in mind that the costs of visiting the Site shall be at the bidder's own expenses.
- 8.6 The site visit report shall form part of Letter of Tender (Attachment–5 : Bidder’s Appreciation of the Project) as per requirement of Sub-Clause 13.2 (e) of ITB.

B. BID DOCUMENTS

9. CONTENT OF BID DOCUMENTS

- 9.1 The Bid Documents are those stated below, and should be read in conjunction with any Addenda issued in accordance with Clause 11:

Volume	Section	Content
I	Section 1	Press Notice, NIT
	Section 2	Instructions to Bidders (ITB) and Bid Data
	Section 3	Information for Bidders (IFB) and Construction Schedule
	Section 4	Bidding Forms
II	Section 5	General Conditions of Contract
	Section 6	Particular Conditions of Contract
	Section 7	Contract Forms
III	Section 8	Bill of Quantities
IV	Section 9	Technical Specifications
V	Section 10	Drawings

The Bid documents up to 5 MBs only can be uploaded as “single document” on the portal. As such bid documents having size more than 5 MBs shall be loaded in the form of Multiple documents at the portal.

10. CLARIFICATION OF BID DOCUMENTS

- 10.1 A prospective Bidder requiring any clarification on the Bid Documents may notify the Employer through e-mail to civilcontract@sjvn.nic.in. The Employer will respond to clarification requests received 3 days prior to pre-bid meeting by clarifying the same in

the pre-bid meeting. Any clarification requiring an amendment to the Bid Documents shall be issued as Addenda as per the Clause 11. The Employer shall not be obliged to respond to any request for clarification received later than the above period. Further, the mere request for clarification from the Bidders shall not be a ground for seeking extension in the deadline for submission of bids.

11. AMENDMENT TO BID DOCUMENTS

- 11.1 At any time prior to the deadline for submission of Bids, the Employer may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the Bid Documents by issuing Addenda.
- 11.2 Any changes in the Bid Document shall be incorporated and revised Bid Documents shall be communicated through the portal <https://etender.sjvn.co.in/>. It is advised that bidders shall visit the above website regularly. The revised Bid Documents available on the portal <https://etender.sjvn.co.in> will be binding on the Bidders and it shall be deemed that such revised Bid Documents have been taken into account by the Bidder in its bid.
- 11.3 To give prospective Bidders reasonable time to take an Addendum into account in preparing their Bids, the Employer shall extend as necessary, the deadline for submission of Bids, in accordance with Clause 22 and notify on portal <https://etender.sjvn.co.in/>, www.slpdc.com.np, www.sjvn.nic.in & www.eprocure.gov.in where all prospective Bidders may see the extended deadline.

C. PREPARATION OF BIDS

12. LANGUAGE OF BID

- 12.1 The Bid, and all correspondence and documents related to the Bid exchanged by the bidder and the Employer shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied with a certificate of the authorised translator certifying therein an accurate translation of the relevant passages in the above stated language, in which case, for the purposes of interpretation of the Bid, the translation shall prevail.

13. DOCUMENTS COMPRISING THE BID

- 13.1 The Bid submitted by the Bidder shall comprise the following documents:
- a) Letter of Tender duly completed and signed by the Bidder, together with all Attachments identified in Sub-Clause 13.2 below.
 - b) Bill of Quantities duly filled in by the Bidder.
 - c) Data related to Qualifying requirements (including Qualification Forms, data for establishing bid capacity and Data Sheets).
 - d) Detailed proposal outlining Bidder's proposed methodology of construction backed with their equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, demonstrating their capability of achieving the completion of Works as per specified Interim Contract Milestones within the stipulated Time for Completion referred to in the Particular Conditions of Contract
- 13.2 Each Bidder shall submit with its bid the following attachments:
- (a) Attachment-1: Bid Security

A bid security furnished in accordance with Clause 18.

(b) Attachment-2: Power of Attorney

A power of attorney, as per Sub-clause 5.1 (a), indicating that the person(s) signing the Bid has the authority to sign the Bid and that the Bid is binding upon the Bidder during the full period of its validity in accordance with Clause 17.

(c) Attachment-3: Bidder's Eligibility and Qualifications

The documentary evidence establishing in accordance with ITB Clause 3 that we are eligible to bid and in terms of ITB Clause 5.1(e) are qualified to perform the contract if our bid is accepted. The updated qualification details have been furnished as per your format enclosed with the Bid Documents.

(d) Attachment-4: Local Representation

If a Bidder has engaged an Indian agent, it will be required to give the following details in its bid as per the format enclosed in the Bid Documents:

- i) The name and address of the local agent;
- ii) What service the agent renders; and
- iii) The fixed amount of remuneration for the agent included in the offer;

The agency commission shall be indicated in the Letter of Tender and will be paid to the Bidder's agent in India in Indian Rupees.

(e) Attachment 5: The Bidder's Appreciation of the Project

The Bidders appreciation of the project, should include a report on the site inspection carried out prior to submission of bid, and must demonstrate full awareness and understanding of all the principal technical and logistic problems related to transportation and erection of the Equipment, construction of Works, Materials, availability of land and Infrastructures, local taxes/ duties/ royalties/levies/cess & Laws applicable for Construction Works. The site visit report shall form part of this Attachment.

(f) Attachment 6: Bids with sub-contractor(s):

Bids submitted by a bidder with sub-contractor shall comply with the following requirements:

- (i) Undertakings by the Bidder and his sub-contractor(s) that the Bidder /sub-contractors shall be responsible for execution of that item of work for which they claim to have specific construction experience.
- (ii) A Joint Deed of Undertaking by the Bidder and his sub-contractor(s).

(g) Attachment 7: Bids by a Merged/Acquired/subsidiary company:

Bids submitted by a Merged/Acquired/subsidiary company shall comply with the following requirements:

Undertaking by the Parent/ Holding Company evincing full technical and financial support to the subsidiary and commitment by the parent / Holding company to take up the work itself in case of non- performance of the subsidiary company and to enter into separate agreement with the Employer to that effect.

(h) Attachment-8: Integrity Pact.

Integrity Pact Duly signed between Employer and the Bidder in accordance with Sub-Clause 3.3.

(i) Attachment-9:

Bids submitted by a joint venture or a consortium of firms/companies as partners shall comply with the following requirements

- (i) The bid has to be signed as per Sub-Clause 5.2 (b), so as to be legally binding on all partners
 - (ii) Authorization to carry out the bidding as per Sub-Clause 5.2(b).
 - (iii) The payments against the Contract shall be made in the name of each party for the work under its scope or Lead Partner of JV/Consortium with the prior consent of other partner(s), as is proposed by the Bidder and accepted by the Employer.
 - (iv) All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contractual terms, and a statement to this effect shall be included in the authorization at (ii) above, as well as in the bid and in the Agreement (in case of a successful bid).
 - (v) Joint Venture/Consortium Agreement (attested by Notary Public) and signed between Lead Partner and the other Partner(s) of JV/Consortium as per format included in Bid Document.
- (j) Attachment-10: Undertaking in compliance of Ministry of Finance, GOI's order no. F.No. 6/18/2019-PPD dated 23.07.2020.
- (k) Attachment-11: Undertaking regarding 'Form of Declaration of Eligibility' (refer ITB clause 3.2).

... #

(Any other Attachment, if required, shall be attached with letter of Tender)

14. LETTER OF TENDER AND BILL OF QUANTITIES

The Bidder shall complete the Letter of Tender and the Bill of Quantities furnished in the Bid Documents under Section-4 (Bidding Forms) and Section-8 (Bill of Quantities) respectively, following the requirements of Clauses 15 and 16.

15 BID PRICE

- 15.1 Unless stated otherwise in the Bid Documents, the Contract shall be for the whole Works as described in Sub-Clause 1.1, based on the unit rates and prices in the Bill of Quantities submitted by the bidder.
- 15.2 The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities on <https://etender.sjvn.co.in> in INR. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
- 15.3 Apart from the above, the bidder shall fill the following formats, as provided in Bid Documents and upload the duly signed scanned copies of same under Part-II (Price Bid) of bid on <https://etender.sjvn.co.in> only:

- (a) Percentage of currencies for payment: Percentage of payment proposed to be received in INR and NPR respectively as a percentage of Contract Price (Form Fin 1).
 - (b) Sub price schedules for Hydro-mechanical works, which shall include break up of price considered in Main Price Schedules of HM works under sr. no. 15.2 above (Form Fin 2).
- 15.4 There is no provision in the tender for offering of rebate/discount as the bid evaluation shall be carried out based on e-tender/e-reverse action (e-RA) process under clause 31.
- 15.5 All duties, taxes, other levies, VAT, Royalties, RDF etc. payable by the Contractor under the Contract, shall subject to Sub-Clause 15.6 herein be included in the rates and prices and the total Bid Price submitted by the bidder after taking into consideration all input tax credit (ITC) available to the Bidder under relevant acts.
- 15.6 Unless otherwise provided in the Bid Data and Particular Conditions, the rates and prices are subject to adjustment during the performance of the contract in accordance with the relevant provisions of Contract.

16. CURRENCIES OF BID AND PAYMENT

The unit rates and prices shall be quoted by the bidders in Indian Rupees. However, the payments may be made in Indian Rupees and/or Nepalese Rupees, based on the percentage(s) proposed by the Bidder in their bid under Form Fin 1.

17. BID VALIDITY

- 17.1 Bids shall remain valid for the period stipulated in the Bid Data from the date of opening of Technical Bid specified in Clause 25.
- 17.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request the bidders to extend the period of bid validity for a specified additional period. The request and the responses thereto shall be made in writing or by e-mail. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension, and in compliance with Clause 18 in all respects. If the bidder does not extend the bid validity, his bid shall not be considered for further evaluation and rejected.

18. BID SECURITY

- 18.1 The bidder shall furnish, as part of its bid, a bid security for the amount stipulated in the Bid Data in the Nepalese Rupees or in Indian Rupees.
- 18.2 The bid security shall be in either of the following form:
- i. Bank Guarantee from any “A” class Bank in Nepal for the amounts expressed in Nepalese Rupees (NPR). The Bank Guarantees in INR shall be acceptable only if these are issued by a Scheduled Commercial (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks), duly counter guaranteed by any A class bank in Nepal.

Bank Guarantee for Bid Security in original shall be submitted along with the bid.

The format of the bank guarantee shall be in accordance with the form of bid security included in Section 5. Bid securities shall remain valid for a period of 45 days, beyond the original validity period of the bid or beyond any period of extension subsequently requested under sub-clause 17.2.

- ii. FDR duly pledged in favour of SLPDC. The FDR issued by a “A” Class Nepalese Bank shall only be acceptable.
- iii. Demand Draft/Managers Cheque endorsed in favour of SLPDC

The DD/Managers Cheque issued by a “A” Class Nepalese Bank/Scheduled Bank of India shall only be acceptable.

Bidder shall be responsible to ensure that on encashment, net amount as indicated above (excluding bank charges) is remitted in SLPDC’s account.

- iv. Alternatively, payment against Bid Security/EMD may also be made directly in the following bank account of SLPDC. However, proof of same shall be submitted by the Firm/agency with the Proposal in Part-I (Envelope-I):

NPR Account Details:

Name of Bank: Everest Bank Limited, Nepal

Name of beneficiary: “SJVN LOWER ARUN POWER DEVELOPMENT CO. PVT LTD”

Acc. No. 00100105202617

Swift Code: EVBLNPKA

Bidder shall be responsible to ensure the receipt of net amount (excluding bank transfer charges) in the account before last date of submission of bid. Further, the bidder shall submit the copy of receipt in Envelope/Cover (**Part -I**) of the bid.

- 18.3 Any Bid not accompanied by an acceptable Bid Security and Letter of Tender together with its attachments shall be rejected by the Employer as non-responsive. The bid security of a joint venture must be in the name of the individual partner of Joint Venture in proportion of its participation in joint venture submitting the bid.

- 18.4 The Bid Securities of all the unsuccessful bidders will be returned as below:

- a) The Bid Security of those Bidders who do not qualify in Techno-Commercial evaluation, shall be returned within 30 (thirty) days after opening the Price Bids of Techno-Commercially responsive bidders.
- b) The Bid Security of the Bidders other than L-1 Bidder, shall be returned within 30 (thirty) days from the date of issue of ‘Letter of Acceptance’ to the successful Bidder.”

No interest shall be payable on the amount of security.

- 18.5 The Bid Security of the successful Bidder will be returned when the Bidder has signed the Agreement and furnished the required performance security.

- 18.6 The Bid Security shall be forfeited if:

- a) the Bidder withdraws its Bid or varies any terms & conditions in regard thereto during period of bid validity or ;
- b) in the case of a successful Bidder, if he fails within the specified time limit to;

- (i) sign the Agreement, or
 - (ii) furnish the required performance security.
- c) if the Bidder adopts corrupt or collusive or coercive or fraudulent practices covered under Clause 38 of ITB or defaults committed under Integrity pact.

19. PRE-BID MEETING

- 19.1 The Bidder (in case of a joint venture, lead partner along with other partners) is invited to attend a Pre-Bid meeting, which will take place at the venue and time stipulated in the Bid Data. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
- 19.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 19.3 The Bidder is requested to submit any questions through e-mail not later than 3 days before the pre-bid meeting which will be responded to and clarified in the Pre-Bid meeting.
- 19.4 Any modifications of the Bid Documents listed in Sub-Clause 9.1 which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Sub-Clause 11.

20. FORMAT AND SIGNING OF BID

- 20.1 The Bidder shall prepare the documents comprising the Bid as described in Clause 13 of these Instructions to Bidders.
- 20.2 The Bid shall be digitally signed by a person duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clause 5.1(a) or 5.2 (b), as the case may be.
- 20.3 The Bid shall contain no overwriting, alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid. Corrections if any shall only be made by scoring out the cancelled portion, writing the correction, initialing, and dating it by the person or persons signing the Bid.
- 20.4 The Bids shall be signed as under:
- a) If the Bid is submitted by an individual, it shall be signed by the proprietor above his full name and name of the firm with its current business address.
 - b) If the Bid is submitted by a proprietary firm, it shall be signed by the proprietor or his authorized representative
 - c) If the Bid is submitted by a firm in partnership, it shall be signed by a partner holding the power of attorney or their authorized representative. A certified copy of the partnership deed duly registered and current business address of all the partners of the firm shall also accompany the Bid.
 - d) If the Bid is submitted by a limited company, it shall be signed by a duly authorized person holding the power of attorney together with a Board resolution in this regard for signing the Bid, in which case a certified copy of the power of attorney supported with resolution of BOD shall accompany the Bid. Such limited company may be required to furnish satisfactory evidence of its existence before the contract is awarded.

- e) If the Bid is submitted by a JV/Consortium, it shall be signed by the authorized signatory of the Lead Partner, having notarized Power of Attorney in accordance with clause 5.2 (b) of ITB.
- f) All witnesses and sureties shall be persons of status and their full names, occupations and addresses shall be stated below their signatures.

D. SUBMISSION OF BIDS

21. PREPARATION, UPLOADING AND SUBMISSION OF BIDS

21.1 Tender documents may be downloaded from <https://etender.sjvn.co.in> after making online payment against its cost and tender shall be submitted online following the instructions appearing on the screen. Guidelines for e- tendering system are available on e- tender portal.

Bids shall be submitted online in single stage with contents indicated in Sub-Clauses 21.2 and 21.3. In the first Envelope, Qualification Particulars and Techno-commercial Bid shall be submitted. The Techno-commercial bid of only those bidders who meet the qualifying criteria shall be evaluated. After Techno-commercial evaluation, the Price Bids of Bidders whose Techno-commercial proposals are found responsive shall be opened.

The bid should be serially numbered and properly indexed mentioning all constituents of bid including any enclosures/attachments etc. and their location page numbers in the bid. Failure to submit the bid in systematic manner as above may result oversight of any important information provided by the bidder for which SJVN/SLPDC shall not be responsible.

21.2 **Online Submission:** Envelope –I Bid (Qualification Particulars and Techno-commercial Bid) shall contain the following:

- a) The Letter of Tender, duly filled in and signed (without indicating the prices).
- b) Bidding Forms, Qualification information and all Attachments mentioned in Clause 13.2 of ITB
- c) All Data Sheets, duly completed.
- e) All documents specified under Envelope-II without indicating any prices therein.
- f) All information and other data required to be submitted by Bidders in accordance with the Instructions to Bidders and the Addenda, including all supporting documentation, which the Bidder wishes to submit as part of his Techno-commercial Bid.

All bidding forms and data sheets relating to prices or having other financial implications shall be left blank, which must also contain no other information, data and details relating to prices. The above documents shall be digitally signed by the Bidder.

21.3 **Online Submission:** Envelope-II (Price Bid) shall contain the following:

- a) The Letter of Tender, complete in all respects and duly signed (without attachments).
- b) The Price Bid duly filled in electronic form in conformity with the tender specification on the portal only.

Submission of Soft Copy of any documents by any other means shall not be accepted by the Employer in any circumstances.

- c) Duly signed and scanned copy of formats Forms Fin-1 and Fin-2 required as per clause 15.3 of ITB.
- d) All other material required as per the Instructions to Bidders or Addenda to be included in the Price Bid.

No material relating to any technical matters shall be included in the Price Bid.

21.4 All instructions in this respect contained in Section-2 (Instructions to Bidders) and Addenda, if any, shall be followed. The Envelope-I and Envelope-II are to be uploaded online only. Further, the documents listed under Sub-Clause 21.6 of ITB, shall be submitted in hard copy to the Employer.

21.5 **Marking of offline Submission:** The envelope containing hard copy of documents shall be marked as follows:

The envelope shall be superscribed as “Hard Copy of documents for

_____HE Project, Package-__”

21.6 **Offline Submission:** Bidders shall submit the following documents in an envelope by the due date and time of receipt of bid as mentioned in Bid Data. The envelope received late or after the prescribed due date and time will not be entertained. SJVN will not be responsible for any postal delay.

- i. Bid security (in original) clearly mentioning ‘Bid Security’.
- ii. Power of Attorney as per Sub-Clause-5.1 (a) of ITB clearly mentioning ‘Power of Attorney’.
- iii. Authorization for uploading the bid in terms of Sub-Clause 5.2 (b) of ITB, if applicable.
- iv. Integrity Pact along with undertaking regarding ineligibility as per ITB Sub-Clause 3 of ITB
- v. JV/Consortium Agreement (in original), if applicable.
- vi. Joint Deed of Undertaking as per ITB Sub-Clause 5.3(ii).
- vii. Any other document requested as per ITB or Addenda.

21.7 No price sensitive information is to be submitted in the form of hard copy.

21.8 The inner and outer envelopes containing hard copy of documents shall;

- a) be addressed to the Employer at the address provided in the Bid Data;
- b) bear the name and identification number of the contract as defined in the Bid Data; and
- c) provide a warning not to open before the time and date for bid opening, as specified in the Bid Data.

21.9 In addition to the identification required in Sub-Clause 21.8, the envelopes shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause 22 and to identify pursuant to Clause 24.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

21.10 If the envelopes are not sealed and marked as above, the Employer will assume no responsibility for the misplacement.

21.11 The following documents may be scanned & uploaded on the portal as per table given below:

S. No.	Description of Documents	Name of File to be uploaded on the portal
1.	Power of Attorney	poa.pdf
2.	Financial Balance Sheets (for the three years)	balsheet.pdf
3.	Construction Schedule (BAR Chart)	barchart.pdf
4.	Bank Guarantee (EMD)	EMD.pdf
5.	Other Documents (as per ITB)	other.pdf

1. The various documents are to be uploaded with the help of ‘MAP’ link provided at the relevant section of the portal.
2. Bidder may put three (03) characters suffix for each file preceded by an ‘underscore’ for their identification. (Example- poa_xyz.pdf)
3. In case more file are to be uploaded under the same head Numeric suffix may be put by the bidder. (Example - poa1_xyz.pdf, poa2_xyz.pdf, poa3_xyz.pdf.....).
4. For uploading any additional documents bidder may decide the name of file with prefix as ‘other’ succeeded by ‘underscore’ and suffix as name of document in short. (Example – other_ISO certificate1_xyz.pdf, other_ISO certificate2_xyz.pdf)
5. For other types of files supported on the portal, please refer the related provisions on the portal.

22. DEADLINE FOR SUBMISSION OF BIDS

22.1 Complete Bids must be uploaded at the portal and hard copies of the documents mentioned in Sub-Clause 21.6 of ITB must be received by the Employer at the address as specified in Sub-Clause 21.8 no later than the time and date stipulated in the Bid Data. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the hard copy of the documents will be received up to the specified time on the next working day. However, the date and time for online submission of the bids shall continue to be the date and time specified in the Bid Data or any amendment for the same.

22.2 The Employer may, in exceptional circumstances and at its discretion, extend the deadline for submission of bids by issuing an Addendum in accordance with Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

22.3 The Employer shall not be responsible if bid could not be opened within reasonable time for what so ever reason. In such a case, the bid shall remain unopened on the portal and shall not be considered at all any further.

23. LATE BIDS

23.1 Online submission of the bid will not be permitted on the portal after expiry of submission time and the bidder shall not be permitted to submit the same by any other mode. Similarly, hard copies of the Off-line documents, if received by the Employer after the deadline for submission of Bids prescribed in Bid Data, then it will be considered as 'Late Bid' notwithstanding the fact that the bidder has uploaded the bid online within the stipulated deadline. In such a case, the uploaded online bid on the portal shall be considered as non-responsive and shall not be processed further

24. MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BIDS

24.1 The Bidder may modify, substitute, or withdraw his bid after its submission but in any case before the official deadline for submission as per the provisions at the portal.

24.2 Any alteration/ modification in the Bid or additional information supplied subsequently to the Bid Due Date and time, shall be disregarded.

24.3 Withdrawal of a Price Bid during the interval between the deadline for submission of Bids and expiration of the period of Bid validity specified in Clause 17 shall result in the forfeiture of the Bid Security pursuant to Sub-Clause 18.6 hereby.

E. BID OPENING AND EVALUATION

25. BID OPENING

25.1 The Employer will open the Bids in the presence of Bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the Bid Data. The Bidders' representatives who are present shall sign a register evidencing their attendance. No Bid shall be rejected at the Bid opening except for the late Bids pursuant to Clause 23 hereof.

Bidders may also view tender opening online on the portal at their end. The date of opening of Price Bids shall be intimated separately to all the techno-commercially responsive bidders. Price Bids shall be opened on due time, date and place as specified in invitation letter by the Employer. Price Bids of the Bidders whose Bids not found Techno-commercially responsive shall not be considered for opening and shall not be considered at all any further.

25.2 At the time of opening, all important information and any such other details as the Employer may consider appropriate, will be announced by the Employer. This shall include but may not be limited to the Bidders' names, the Bid Prices including deviations, any discounts and the presence (or absence) of bid security.

26. PROCESS TO BE CONFIDENTIAL

Information relating to the examination, clarification, evaluation and comparison of bids recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of the bidder's bid.

27. CLARIFICATION OF BIDS

To assist in the examination, evaluation, and comparison of bids, the Employer may, at its discretion, ask any bidder for clarification of its Bid, including breakdowns of unit rates as per the format given in Datasheet – 11 in Section 4. The request for clarification

and the response shall be through e-mail 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 arithmetical errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 28 hereof.

28. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 28.1 The basis and methodology for evaluation of the Qualification Particulars and techno-commercial bids shall generally be as described in the supplement to Instructions to Bidders attached as **Annexure-A** (Technical Evaluation) to ITB. The Employer will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities and cost of Bid Document have been furnished, whether the documents have been properly signed, whether all the requisite declaration, undertakings have been furnished and whether the bids are generally in order.
- 28.2 The Price Bid should be duly filled in electronic form in conformity with the tender specification on the portal only. The BoQ is to be filled in for filling rates of the items to be filled in by the Bidder. The calculation of amount by multiplying the quantities with the rates filled in by the bidder, sub-totals, total etc. shall be done by formulae already provided in electronic form. Where ever price for an item is left blank, in the BOQ, it shall be deemed to have been included in other items. In case of any discrepancy in the calculations, the rates shall be considered final and the amount calculated by using the same shall be corrected and considered as final. Further, in case of discrepancy in the total corresponding to addition or subtraction of sub-totals, the sub-totals shall prevail and total shall be corrected.
- 28.3 The Employer may waive any minor informality, non-conformity or irregularity in a bid that does not constitute a material deviation and that does not prejudice or affect the relative ranking of any Bidder as a result of the evaluation of Bids, pursuant to these Clauses.
- 28.4 Prior to the detailed evaluation, the Employer will determine whether each Bid is of acceptable quality, is complete and is substantially responsive to the Bid Documents. For purposes of this determination, a substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bid Documents without material deviations, objections, conditionalities or reservations. A material deviation, objection, conditionality, or reservation is one (i) that affects in any substantial way the scope, quality or performance of the Contract; (ii) that limits in any substantial way, inconsistent with the Bid Documents, the Employer's rights or the successful Bidder's obligations under the Contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.
- The Employer's determination of a Bid's responsiveness is to be based on the content of the Bid itself without recourse to extrinsic evidence.
- 28.5 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 28.6 All the bidders shall be informed, about their status of qualification/disqualification/techno-commercial responsiveness, in a single communication.

29 CONVERSION TO SINGLE CURRENCY FOR EVALUATION OF BIDS

Clause deleted without change in Sr. no.

30. EVALUATION AND COMPARISON OF BIDS

- 30.1 In evaluating the Price Bids, the Employer will determine for each Bid the Evaluated Bid Price by adjusting the Bid Price as follows:
- a) making any correction for errors pursuant to Sub-Clause 28.2;
- 30.2 The effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the contract, shall not be considered in bid evaluation.
- 30.3 Any adjustments in price that result from the above procedures shall be carried out to arrive at an “Evaluated Bid Price.”
- 30.4 Subject to the following, after evaluation of the price bids on e-tender, the qualified bidders shall participate in E-Reverse auction, as described in clause 31:
- i. Where number of eligible bidder at Price bid stage is one, then Works shall be awarded to sole bidder, if the price of sole bidder is found reasonable and acceptable to Employer.
 - ii. Where the number of eligible bidders at Price Bid stage is more than one, e-RA shall be carried out as per clause 31 of ITB.
- 30.5 If the Bid, which results in the lowest Evaluated Bid Price pursuant to e-RA or otherwise, is front loaded in relation to the Employer's estimate of the items of work to be performed at early stage under the Contract, the Employer may require the Contractor to furnish additional performance security, to cover front loading and valid up to completion of Works, set forth in Clause 36 hereof at the expense of the bidder to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

31. E-REVERSE AUCTION

31.1 The Process

- (a) Eligibility Criteria for participation in e-RA:
- i. Only techno-commercially responsive Bidders with valid digital signature certificate, who participated in the initial e-tendering process, will be eligible to participate in the subsequent e-RA.
 - ii. Where number of eligible bidders at Price bid stage is two/three, then e-RA process will be conducted among all bidders.
 - iii. Under no circumstances, there shall be less than two bidders participating in e-RA after elimination.
 - iv. In case number of eligible bidders at price bid stage is four then the highest (H1) bidder shall not be eligible for e-RA and e-RA will be conducted among rest of the bidders.
 - v. In case the number of eligible bidders is more than 4, then the bidders quoting higher rates shall be eliminated and e-RA shall be conducted among the remaining bidders.

Number of eliminated bidders = $(n-3) \times 0.5$

where n = total no. of bidders

In case numbers of eliminated bidders is a fraction, it shall be rounded off to a lower whole number.

- (b) e-RA will be done on total bid price and the rates of the successful Bidder quoted in e-tender shall be reduced pro-rata to match with the e-RA bid price.
 - (c) After technical evaluation of the bids & opening of price bids, the Bidders, eligible for e-RA as per methodology above, will be intimated. Such qualified Bidders shall be eligible to participate in the e-RA to be conducted by the e-procurement/e-RA service provider.
 - (d) e-Procurement/e-RA service provider will guide the shortlisted Bidders for this purpose and the Bidders shall abide by Rules for e-RA as specified herein under.
- 31.2 Start/Base Price: For e-RA, L1 evaluated bid price through e-tendering shall be taken as start/base price.
- 31.3 e-RA will be conducted on scheduled date & time which shall be conveyed to the eligible Bidders through e-mail.
- 31.4 The start/base price and the minimum bid decrement value shall be available to qualified Bidders only on the e-procurement website, sixty minutes before the start of e-RA Process.
- 31.5 The first online bid for e-RA shall be lesser than the price by minimum one decrement (0.1% of L-1 evaluated price). The subsequent online bids will be lesser than the first online bid by minimum one decrement value. The final bid shall prevail over the earlier bids.
- 31.6 The Bidder will be able to view leading bid in the auction and/or his own rank, bid placed by him during the event, Opening Price and Decrement price on screen along with other necessary fields in the e-RA. Names of Bidders shall be displayed as dummy names to maintain anonymity.
- 31.7 e-RA duration: The duration of e-RA shall be initially for a period of one hour. However, in case any Bidder places a bid within the last 10 minutes before scheduled closing of the e-RA and if the bid gets accepted and happens to be lowest, the duration for e-RA shall be increased by a further period of 10 minutes beyond scheduled closing time.
- Auto-extension: The auto-extension takes place only in the last 10 minutes and there will be no limits for number of auto-extensions. However, in case there is no bid in the last 10 minutes before the closing of e-RA, then e-RA shall get closed automatically.
- 31.8 Proxy Reverse Auction feature: It is a pro-Bidder feature to safe guard Bidder's interest against Internet failure or in case of Bidders who don't wish to be present in entire e-RA duration but wish to quote a minimum price that is valid for them in entire e-RA duration. This feature allows Bidders to place an automated bid against other Bidders in the e-RA without having to enter revised bid again and again during the e-RA process. The proxy bid amount cannot be changed until the lowest bidding amount reaches the proxy bid amount, after which it can be lowered. Bids shall be submitted by the system

- on behalf of the proxy Bidder in decrements i.e. decreasing bid amounts upto the proxy bid amount.
- 31.9 Bidders shall submit most competitive prices through e-tendering since these prices may be considered for final award in case Employer decides not to go for e-RA process for any reason whatsoever.
- 31.10 At the end of e-RA, the closing/final Price shall be available on screen. The ratio of closing/final price through e-RA and originally quoted price through e-tendering shall be applied on all elements of originally quoted price to arrive at the final price break up (i.e. unit rates) which shall be considered further for final award.
- 31.11 Cancellation: During e-RA, if no bid is received within the specified time duration of the e-RA, Employer, at its sole discretion, may decide to reschedule/scrap the e-RA process or finalize the tender based on Price Bids received through e-tendering if Employer does not decide to cancel/annul the tendering process for any reason and if the price of lowest Bidder is found reasonable and acceptable to Employer.
- 31.12 On the basis of these terms and conditions, Employer, at any time before the placement of order on successful Bidder, shall be at liberty to cancel, extend, reschedule the e-RA process or finalize the tender based on Price Bids submitted through e-tendering without assigning any reason.
- 31.13 On the conclusion of e-RA successful Bidder shall be the one whose e-RA price is lowest if considered reasonable at the sole discretion of Employer.
- 31.14 Employer's decision for award of Contract shall be final and binding on all the Bidders.
- 31.15 Employer or its e-procurement/e-RA service provider shall not be liable & responsible to Bidders in any manner whatsoever for failure to access/interruption/delay & bid on the e-RA platform due to loss of internet connectivity, power failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event. On account of this, the time for the auction shall not be extended and Employer shall not be responsible for such eventualities. Further, in such cases, the decision of Employer shall be binding on the Bidders.
- 31.16 Employer reserves the right to modify/withdraw any of the Business rules, terms & conditions of e-RA at any point of time prior to commencement of e-RA. However, any modifications in Business rules, terms & conditions of e-RA shall be duly communicated to techno-commercially qualified Bidders atleast three (03) days prior to opening of Financial Bid.
- 31.17 SJVN will provide the calculation sheet to the Bidders as applicable which will help them to arrive at the total cost to enable them to keep it ready during e-RA.
- 31.18 The e-RA would be carried out in Indian Rupees or foreign currency converted into equivalent Indian Rupees only, on the date mentioned in bid document.
- 31.19 The login ID and password for participating in e-RA will be the same as the one given to Bidders on registration on e-procurement portal.
- 31.20 In case of any issue w.r.t. e-RA not specifically dealt with in Business Rules, the decision of the Employer shall be final and binding on all concerned.

F. AWARD OF CONTRACT

32. AWARD

Subject to Clause 33, the Employer will award the Contract to the Bidder satisfying all the following conditions:

- i. Determined to be eligible in accordance with the provisions of Clause 3 and 5 of ITB
- ii. Met the specified qualifying requirements
- iii. Bid was determined to be substantially responsive to the Bid Documents
- iv. Offered the lowest evaluated bid price pursuant to Clause 30 & Clause 31
- v. Offered reasonable Bid Price compared to Employer's estimated cost of Works.

33. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Employer reserves the right to accept or reject any Bid, or cancel/ withdraw invitation to Bid for any reason including national defence and security considerations, and 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(s).

34. NOTIFICATION OF AWARD

- 34.1 Prior to expiration of the period of Bid validity prescribed by the Employer, the Employer will notify the successful Bidder by email followed by a registered letter or courier that its Bid has been accepted. This letter (hereinafter and in the Conditions of the Contract) shall be called the "Letter of Acceptance" as prescribed by the Contract.
- 34.2 The notification of award (Letter of Acceptance) will constitute the formation of the contract until the contract has been affected pursuant to Clause 34 hereunder.
- 34.3 The award details shall also be posted on <https://etender.sjvn.co.in>, www.sjvn.nic.in and www.eprocure.gov.in.

35. SIGNING OF AGREEMENT

- 35.1 After notifying the successful Bidder that its Bid has been accepted, the Employer will prepare the Agreement in the form provided in the Bid Documents, incorporating all agreements between the parties. The contract shall be signed in three originals (two for Employer and one for Contractor). The Contractor shall provide to the Employer 35 sets of the Contract after its execution, free of charge. The Contractor shall also provide 10 sets of Contract to the Employer in the form of Handbook free of charge. After checking by the Employer, the Contractor shall provide to the Employer one set of the Contract in electronic form, free of charge.
- 35.2 After issue of Letter of Acceptance, the Employer shall notify the contractor about the readiness of the Agreement. The Employer and the successful Bidder shall sign the Agreement within 14 days from the date of issue of such notice to the contractor.
- 35.3 Upon issue of Letter of Acceptance as per Clause 34 hereof, the Employer will notify the other Bidders that their Bids have been unsuccessful and their Bid Security will be returned within 30 days of issuance of Letter of Acceptance.

36. PERFORMANCE SECURITY

- 36.1 Within 28 days from the date of issue of Letter of Acceptance, the successful bidder shall furnish to the Engineer a Performance Bank Guarantee in the form stipulated in

- the Conditions of Contract and additional Performance Security as per Clause ITB 30.5 above.
- 36.2 The bidders who are qualified on the strength of their sub-contractor shall be required to furnish an additional Performance Bank Guarantee from their sub-contractor as per Clause 4.2 of Particular Conditions of Contract. In that case, amount of work sub-let shall be reduced from Accepted Contract Amount for purpose of calculation of amount of Performance Bank Guarantee to be submitted by Bidder.
- 36.3 The Performance Bank Guarantee shall be in the form provided in section 7(Contract Forms).
- 36.4 In case Bidding Company (subsidiary company) gets qualified and awarded the work package, the Parent company/Holding Company shall enter into a separate agreement in the requisite Format provided in section 7(Contract Forms).
- 36.5 In case of delay in submission of Performance Security, interest shall be chargeable on per day basis on the amount of Performance security at the rate of one-year SBI MCLR as on date of bid submission + 200 basis points.
- 36.6 Failure of the successful bidder to comply with the requirements of Clause 35 or 36 hereof shall constitute a breach of Contract, cause for annulment of the award, forfeiture of the Bid Security, and any such other remedy the Employer may take under the provisions of the Contract.

37. REGISTRATION IN NEPAL

Within 28 days from the date of issue of the Letter of Acceptance, the successful Bidder shall be required to register with relevant authorities in Nepal required for successful performance of the Contract. No payment shall be made to the Contractor unless he submits the proof of registration regarding PAN/VAT number.

38. CORRUPT OR FRAUDULENT PRACTICES AND NON-PERFORMANCE

- 38.1 It is expected from the Bidders that they will observe the high standard of ethics during the bidding process and execution of such Contracts. In pursuance of this policy:
- (a) For the purpose of this provision, the terms set-forth below shall mean as under:
- (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.
 - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a Contract to be detrimental to the Employer.
 - (iii) "collusive Practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of Client, designed to establish bid prices at artificial, non-competitive levels and to deprive the Employer of the benefits of free and open competition.
 - (iv) "coercive Practice" means harming or threatening to harm, directly or indirectly, person or their property to influence or affect the execution of Contract.

- (v) “Integrity Pact” means an agreement signed between the Contractor and the Employer committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the Tender/Contract.
- (b) An agreement called Integrity Pact between the prospective Bidders and the Employer shall be signed committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the Tender/Contract. The Independent External Monitor(s) (IEM) appointed by the Employer shall oversee the compliance of obligation under the Integrity Pact.
- (c) A Bid shall be rejected by the Employer if it is determined at any stage that respective Bidder has engaged in corrupt or fraudulent or Collusive or Coercive practices or defaulted commitments under Integrity Pact in competing for or in executing the Contract in question and his Bid Security shall be forfeited. The Contractor shall not be entitled for any compensation whatsoever under this clause.
- (d) The Employer may declare a bidder ineligible either indefinitely or for a stated period of time to be awarded a Contract or may terminate the Contract (if already awarded), if it at any time determines that the bidder/contractor on any of its personnel or agents or sub-contractors/manufacturers/sub-consultants/service providers/suppliers and/or any of their employees have engaged in corrupt or fraudulent or collusive or coercive practices in competing for, or in executing a Contract.
- (e) The documents/information submitted by Contractor may be verified by the officials of the Employer for its authenticity at any time and the Contractor shall provide all facilities/co-operation in this regard. If it is found that any of the documents/information submitted by the Contractor is not genuine, the Employer shall have full rights to cancel his Bid, forfeit the bid security and terminate the Contract, if awarded.
- (f) A Bidder/Contractor may also be debarred for any actions or omissions by the bidder/contractor other than those brought out above or in Integrity Pact, which in the opinion of the Employer/Consultant, warrants debarment, for the reasons like supply of substandard material, non-supply of material, abandonment of works, substandard quality of works, failure to abide “Bid Security” etc.

39. E-Payment

The Successful Bidder/Contractor shall have to furnish the following information for receiving payments against the Work through e-payment system:

1. Name of Beneficiaries:
2. Name of the Bank:
3. Branch of the Bank:
4. IFSC Code of the Branch:
5. Account No.:
6. City/Town:
7. Fax No.:
8. Telephone No.:
9. E-mail address:

Annexure-A: Technical Evaluation
(Refer ITB Cl 28.1)

1. Technical Evaluation shall be carried out based on technical submission by the Bidder, which will include the information and data provided by Bidders as specified in the Data Sheets:
 - Work Commitment (Data Sheet 1)
 - Personnel capabilities; Personnel Candidate data (Data Sheet 2, 2A and 2B).
 - Equipment Data (Data Sheet 3, 3A, 3B & 3C).
 - Financial Data (Data Sheet 4)
 - Proposed Site Organization, (Data Sheet 5).
 - Proposed Sub-Contractor (Data Sheet 6)
 - Construction Programme (Data Sheet 7)
 - Construction Methodology (Data Sheet 8)
 - Bidder's appreciation of the Project (Attachment 5 to Letter of Tender).
 - Quality control organization and procedures
2. The Bidders appreciation of the project , should include a report on the site inspection carried out prior to the Pre-Bid meeting, and must demonstrate full awareness and understanding of all the principal technical and logistic problems related to transportation and erection of the Equipment, Materials, availability of land and Infrastructures, local taxes/ duties/ royalties/levies/cess & Laws applicable for Construction Works.
3. In addition, the Bidders are expected to provide full details of procedures for coordinating Works with other contractors and suppliers, as well as with the Employer in such a way as to avoid delays or other difficulties during the construction of Works.
4. To facilitate completion of the technical evaluation in the limited time available, Bidders are advised.
 - i. To submit their technical documentation and all other data in the form and order indicated in the data sheets and/or as instructed above, and to ensure that all specific points on which information has to be submitted, as detailed in the Instructions to Bidders and any addenda thereto, are fully covered.
 - ii. To ensure that the documentation submitted is complete in all respects but also concise.
5. As the Programme for Bid evaluation is short, the Employer cannot accept any obligation to request clarifications or substantiating information after bids have been submitted.
6. Even though the bidders meet the qualifying criteria as per Sub-Clause 5. 5 (ITB), they are subject to be disqualified if they have made misleading or false representations in the forms, statements, declarations, and attachments submitted in proof of the qualification requirements.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

7. Tenders for two Civil and HM works packages of the Project have been invited by the Employer simultaneously:

Contract Package Number	Description of Work
P-1	Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to Head Race Tunnel, Head Race Tunnel from STA. 100.00 m to 11865.723 m Spill Tunnel Gate, Adit-3 Gate and Road works etc.
P-2	Construction of Adit-5 & Adit-6 to Head Race Tunnel, Head Race Tunnel from STA. 11865.723 m to 17278.009 m, Surge Shaft and Surge Shaft Gates etc. Pressure Shaft, Butterfly Valve Chamber and Access Adit, Power House, Switchyard, Surface Pothead Yard, Tail Race Channel, Steel Liner for Pressure Shafts, Draft Tube Gates & hoists and Road works etc.

A Bidder may be considered for award of more than one package if he:

- (a) meets the Qualifying requirements of each of the Package;
- (b) is the lowest evaluated bidder for each of the Packages;
- (c) demonstrates having the resources in respect of financial criteria (clause 5.5 of ITB), Key Experts (Data Sheet 2) and equipment capabilities (Data Sheet 3) to meet the aggregate of the capabilities specified for each package; and
- (d) has bidding capacity at the time of bidding, as calculated by the provided formula, more than the total estimated cost of these works packages.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

BID DATA

The following specific data for the Works to be procured shall complement, amend, or supplement the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in Instructions to Bidders

Instructions to Bidders (ITB) Clause Reference	
1.1	<p>Summary of Works :</p> <p>Package P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to Head Race Tunnel, Head Race Tunnel from STA. 100.00 m to 11865.723 m Spill Tunnel Gate, Adit-3 Gate and Road works etc.</p>
1.1	<p>Name and Address of the Employer:</p> <p>SJVN Lower Arun Power Development Company Pvt. Ltd. (SLPDC), Satluj Bhawan, Arun Sadan, Tumlingtar, Distt. Sankhuwasabha, Nepal</p>
1.2	<p>Period of Completion 54 Months</p>
5.1	<p>Qualifying Requirement: The Bidder who wishes to participate in the bid should satisfactorily meet the qualifying requirements stipulated in ITB Sub-Clause 5.5</p>
8	<p>For any enquiry with respect to project site, site visit etc. the Bidder may contact the following person:</p> <p>Chief Executive Officer, SLPDC</p> <p>Phone no. +977 029 575141</p> <p>Email address: ceo.lahep@sjvn.nic.in</p>
15.5	<p>The Contract is subject to price adjustment as provided in Sub- Clause 13.8 of Particular Conditions of Contract.</p>
16	<p>Country of the Employer: Nepal</p>
16	<p>Currency of the Employer’s Country: Nepalese Rupees</p>
17.1	<p>Period of Bid Validity: 180 days</p>
18.1	<p>Amount of Bid Security: INR 1.0 cr. or NPR 1.6 cr.</p> <p>Period of validity : 225 days i.e. 45 days beyond the Bid validity period</p>
19.1	<p>Venue, time and date of the pre-bid meeting:</p>

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

	Shall be intimated separately on websites.
21.8 (a)	<p>Address for the purpose of hard copies of bid submission: HOD (Civil Contract), Corporate Civil Contract Department, SJVN Ltd. (Consultant), SJVN Corporate Head Quarters, Shanan, Shimla – 171009, Phone No.: 0177 2660161, E-mail: civilcontract@sjvn.nic.in</p>
21.8 (b)	Number of the Contract: DCB-CCD-LAHEP-P1-434-01
22	<p>Deadline for submission of bids :</p> <p>1. Online submission 12.12.2024 (1300 Hrs.)</p> <p>2. Offline submission 18.12.2024 (1300 Hrs.)</p>
25	<p>Venue, time and date of bid opening:</p> <p><u>Venue</u> : Online</p> <p><u>Time and Date:</u></p> <p>Envelope-I : Online bid opening 12.12.2024 (1500 Hrs.)</p> <p>Envelope-II : to be intimated later on to the bidders meeting the specified qualifying criteria and also whose Techno-Commercial Bids are found responsive.</p>

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

Section 3: Information for Bidders (IFB) and Construction Schedule

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

1.0 LOCATION

Lower Arun Hydro Electric Project (669MW) is a run-of-the-river type cascade development of Arun-3 HEP (900MW) proposed to harness the hydel potential of river Arun. The project will run in tandem with upstream Arun-3 HEP. The project envisages the construction of 10.5 m dia. Horse Shoe shaped Head Race Tunnel of length 17.3 km, 33.84 m dia. 134.75 m deep restricted orifice open to sky Surge Shaft, 2 nos. 5.85 m dia. Pressure Shafts and a Surface Power House of size 150 m (L) x 24 m (W) x 53 m (H) near Betini Khola on the left bank of river Arun.

Lower Arun project is situated in eastern Nepal between Long.: 87 °12' 30" E – 87 °07' 30E and Lat. 27 °30' 00" N– 27 °21' 51" N. The headworks of the project is located at Pukhuwa in the vicinity of Power House of Arun-3 HEP which is around 33.5 KM from Tumlingtar by road and the Power House site of the project is located u/s of the confluence of Arun & BetiniKhola at a distance of 7 km from Tumlingtar, Sankhuwasabha District of Nepal.

2.0 SCOPE OF WORK

Generally, this contract comprises, but is not necessarily limited to works and responsibilities associated with the construction and performance by the contractor of the following principal features, all of which are described in detail in the bidding documents but are summarized herein for convenience:

- i) Construction of 296.028 m long 10.5m finished dia Horse shoe shape concrete lined Construction Adit-1 cum Spill tunnel.
- ii) Construction of Spill outfall structure of length ± 25 m and width ranging from 10.5m to 20m.
- iii) Construction of 7.0 m dia. D-shaped 621.45 m long Adit-2, 7.0 m dia. D-shaped 405.046 m long Adit-3 and 7.0 m dia. D-shaped 867.628 m long Adit-4.
- iv) Construction of 11.766 km long (from Sta.100.00 m to 11865.723 m) 10.5 m finished dia. Horse shoe shaped concrete lined Head race tunnel.
- v) Design, procurement, fabrication, shop assembly, painting (including shop and field), transportation, supply, erection, testing and commissioning of spill tunnel gate of size 10.5 x 10.5 m and Access gate of size 2.5m x 2.5 m at Adit-3 including hoist arrangements.
- vi) Design, Construction/ widening of road along with retaining/ breast walls, culverts & side drains from Kattike RCC Bridge to Pukhuwa Point, from Chainage 9+600 to 28+950 (19.35 km) & approach road to Adit-4 (0.3 km) as per Para 3.1 to 3.3.
- vii) All other works not specifically included but necessary to complete the works of HRT, Spill tunnel & outfall structure, Adits and spill tunnel gates, road works including but not limited to mining clearance/ license, explosive license, construction power arrangements, etc.
- viii) Development of temporary roads.

3.0 INFRASTRUCTURE WORKS

3.1 Approach Roads: -

Details of Approach Roads are as under:

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

S. No	Description	River Bank	Approx. Length	Remarks
1	Kattike under construction RCC bridge-Kattike- NEA Substation- Chapabhote	Left	3.5 Km	New construction
2	Chapabhote to Heluwabeshi	Left	2.5 Km	Trace cut by Khandbari Municipality and needs widening & grade maintaining.
3	Heluwabeshi -Sankhuwatar-Adit 3	Left	5.35 Km	New construction
4	Adit 3- Adit-2-Adit 1-Pukhuwa Point.	Left	8.0 Km	New construction

3.2 Bridges/Culverts: -

Details of Bridges/Culverts are as below:

S. No	Name of Work
1	Construction of Culvert over Kagwakhola.
2	Construction of Culvert over Hadikhola.
3	Construction of culvert over Tombekhola.
4	Construction of culvert over Guhekhola.
5	Construction of culvert over KaremgeKhola
6	Construction of culvert over Chingkhuwakhola.
7	Construction of culvert over Bhalukhola.
8	Construction of culvert over Chhaharekhola.
9	Construction of Culvert over Heluwa (Baguwa) Khola

3.3 Access Roads: -Details of Access Roads are as under:

S. No	Description	River Bank	Approx. Length (km)	Remarks
1.	Road to Portal of Adit-4	Left	0.3 Km	Originates from nearby Approach road

3.4 Temporary Roads:

The roads under this head shall comprise of the following roads:

- (i) Access roads to shoal areas and borrow areas.
- (ii) Access roads to contractor's facilities, labour camps, offices, residences, stores, workshops, batching & mixing plants, quality control laboratory etc., required by the contractor for successful completion of the works.
- (iii) Any other additional road on the site as the contractor may consider necessary for work sites.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

The contractor shall design, construct the above roads and maintain the same including sprinkling with water from time to time as directed by the Engineer at his own cost.

4.0 TRANSPORTATION AND COMMUNICATION FACILITIES

4.1 Transportation Facilities

The project lies in the Sankhuwasabha District of Province-1 of Nepal. The Head Race Tunnel, Construction Adit-1 cum Spill Tunnel, Adit-2 and Adit-3 and Adit-4 are located on left bank of Arun river a principle tributary of Saptakoshi. Construction Adit-1 cum Spill tunnel is located at Kerabari near Powerhouse of Arun-3 HEP. At present access to site of above works lies through Jogbani-Biratnagar- Hile-Tumlingtar-Khandbari-Chaunkutty-Pukhwa route. Jogbani to Khandbari is connected by all-weather metaled road. Jogbani is a city in the state of Bihar (India) with Nepal border and is just 7.60 Km. from Biratnagar (a major industrial town of Nepal). The nearest airstrip near the project area exists at Tumlingtar which is connected to Kathmandu by half an hour journey. Tumlingtar is also connected with Kathmandu by 680 km long road.

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

- i) Jogbani to Tumlingtar :-Tumlingtar is located at a distance of about 171 Km from Jogbani and the existing road up to Tumlingtar is black top road and in good condition.
- ii) Tumlingtar to Khandbari: The road from Tumlingtar to Khandbari is about 15 km long.the road is black top and is in good condition.
- iii) Khandbari to Chainkutty: The road from Khandbari to Chainkutty (Koshi Highway) is about 17 km long. The road is unmetalled road.
- iv) Chainkutty to Pukhwa(Arun-3 HEP Power house): Pukhwa is located 29 km from chainkutty. The road is unmetalled road.
- v) The road layout to the project Area is attached as **Annexure-1**.

4.2 Communication facilities

At present, communication signal (Mobile/ landline) is available at site. The site is connected with mobile, landline and internet connectivity.

5.0 HYDROLOGY

The Arun River is a tributary of the Saptakosi River running through the eastern part of Nepal and takes its rise from a glacier in the Tibetan highland north of the Himalayan range. As Lower Arun HEP will run in tandem with upstream Arun-3 HEP and water available at tail race of Arun-3 HEP shall be tapped in to water conductor system of Lower Arun HEP, the catchment up Arun-3 dam has been used for hydrological analysis. Catchment area at dam site of Arun-3 dam is 26747 sq km, about 95% (25307 Km²) of the catchment area is situated in Tibet. Average annual rainfall over the catchment is 1921.9 mm.

Rainfall data of various stations near the project site is enclosed as **Annexure-2**.

(The above data is being provided for planning purpose only and no claim whatsoever arising out of this shall be entertained).

6.0 TOPOGRAPHY& PHYSIOGRAPHY

Most of the Tibetan part of the Arun River basin is formed by highland above elevation 4500 m and is surrounded by high mountains, characterized by glacial or periglacial landforms. It covers an area of about 26747 km². The Nepalese drainage area up to the dam site of Arun-3

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

HEP dam site is about 1440 km². The average bed slope is about 0.8% in the upper catchment of Tibet, and increases drastically to 3-4% towards the Tibetan-Nepalese border, and in Nepal.

The project area/ activity mainly lies in between EL 550 m to EL 300 m above mean sea level.

7.0 GEOLOGY

7.1 Regional Geology

The Lower Arun Hydropower Project lies in the middle reaches of Arun River basin in Eastern Nepal. The area falls in the Tectonic window, the Arun Window, where the Lesser Himalayan rocks exposed within the Higher Himalayan zone. Geomorphology of the Project area includes varied types of landforms- wide river valley & terraces (in the project layout area); narrow gorges, steep slopes and high mountains (in the upper reaches).

The entire Nepal Himalaya divided into four major tectonic zones from north to the south briefly described in the following sections as below:

- i) **Trans- Himalaya:** It is Tethys zone, delineated at the base by the South Tibetan Detachment System (STDS), consists of a thick folded fossiliferous succession of Late Cambrian to Cretaceous aged rocks, mostly as limestone and marble with intercalations of phyllite, sandstone and quartzite.
- ii) **Higher Himalaya:** This zone consists of the Higher Himalayan Crystalline, high-grade metamorphic rocks of Precambrian age and meta-sedimentary rocks of Cambrian to Cretaceous age.
- iii) **Lesser Himalaya:** This zone represents the intensely folded meta-sedimentary rocks of Precambrian to Tertiary age and low-grade metamorphic rocks of Precambrian to Middle Palaeozoic age. This zone is limited by MBT in the south and MCT in the north.
- iv) **Sub-Himalayan(Siwaliks):** This zone represents the sedimentary rocks as shale, sandstone, mudstone, conglomerate etc. belonging to Neogene molasses sediments. This zone is over-thrust by older Lesser Himalayan rocks along MBT in the north Terai Plain (spread over the southernmost part of Nepal).
- v) **Terai Plain:** This zone spreads over the southernmost part of Nepal. The zone represents Pleistocene sediments to Gangetic alluvial deposits belonging to the last period of the Himalayan upheaval with HFT as northern boundary.

7.2 Litho-Stratigraphic Framework of Project Area

Lower Arun Project area is occupied by the older gneisses and schist rock of Pre-Cambrian Age of Lesser Himalaya in Nawakot Complex overlain by recent to Sub recent alluvial and slope wash material in the foot hills of Nepal Himalayas.

Tectonic Unit	Geological Unit	Geological Age
Tethys Himalayas	Tibetan Tethys Sedimentary zone	Cambrian to Cretaceous(570-65MY.)
STDS (South Tibetan Detachment Slab)		Tertiary

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Higher Himalayas	Higher Himalayan Crystalline Zone	Precambrian (>540MY)
Main Central Thrust		Miocene
Lesser Himalayas (Project Area)	Kathmandu Complex	Precambrian to Paleozoic (540-251 MY)
	MT(Mahabharat Thrust)	Miocene
	Nawakot Complex	Pre-Cambrian (>540 MY.)
MBT(Main Boundary Thrust)		Pliocene
Sub Himalayas	Siwalik zone	Middle Miocene to Early Pleistocene(16–2.6MY.)
HFT(Himalayan Frontal Thrust)		Pleistocene
Ganga Plain (Terai)	Gangatic Alluvium	Quaternary (2.6MY–Recent)

7.3 Seismicity

The Lower Arun HEP site falls in the highly seismic Himalayan tectonic province, which has experienced several significant earthquakes in the past. The area of the project site is characterized by a complex system of transverse faults, intersecting through the longitudinal Himalayan system of faults. All the major tectonic features in the area are active, as evidenced by the association of epicenters of past earthquakes with them. As recommended by FE &SA, CWC, India after approval of Chairman National Committee on Seismic Design Parameters (NCSDP), India, the site specific horizontal and vertical seismic coefficients of Arun-3HEP shall be adopted for design of Lower Arun HEP. The site specific horizontal and vertical seismic coefficients of Arun-3 HEP approved by NCSDP are horizontal Seismic coefficient $\alpha_h=0.24$ and vertical seismic coefficient $\alpha_v=0.16$ and same has been adopted for Lower Arun HEP.

7.4 Geology of the project area

The project area mainly comprises of the gneissic rock as the country rock with sub-ordinate very thin layers of mica schist in the initial length of the headrace tunnel. The predominant rock types in the surge shaft area is Quartz Mica-Schist. Again at the Beteni, the foundation of the surface powerhouse will be located on augen gneiss as investigated by core drilling.

Rock Unit	Main Lithology
Augen/Granitic Gneiss with intercalated thin bands of mica schist	It consists of grey to white, coarse grained, fresh to moderately weathered and strong augen gneiss with white, fine to medium grained massive strong granitic gneiss. Augen shaped grains of feldspar are elongated with main foliation plane of the biotite layering. In some places large augen are oriented in oblique direction of foliation plane indicating polyphase metamorphism.

Quartz-Mica Schist	It consists of grey to greenish grey, fresh to completely weathered, medium to coarse grained, thinly laminated to medium foliated, weak to strong quartz-mica schist.
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7.5 Rock Types of the Project area

The main rock types of project area are gneisses and schists. Augen gneiss is predominant with its sub-ordinates granitic gneiss and thin bands of mica schist. The schist is located in the one third part of HRT, surge shaft, BVC and pressure shafts. The foundation of surface powerhouse is located on augen gneiss.

- a) **Augen Gneiss:** The augen gneiss is exposed along the both banks of the Arun River and is found in the initial part of HRT. It is generally massive, fresh to slightly to moderately weathered, compact and hard, thinly to thickly foliated and is composed of alternating bands of light and dark minerals. Quartz and feldspar represent the light bands while biotite represents the dark bands. The massive augen gneiss is grayish in color, medium to coarse grained with well-developed augen of feldspar along the gneissosity planes. The rocks strike varies from NE-SW to NW-SE with moderate to low angle dip. Apart from foliation, two sets of steeply dipping joints are predominant, which are almost perpendicular to each other and most of the time these are undulating both ways. They are smooth to rough planer. In general, the rock mass condition is good.
- b) **Granite Gneiss/gneiss:** This variety of gneiss is developed within the augen gneiss. This rock is found in association with augen gneiss in initial part of HRT. Very often bands of augen are found alternating with the gneiss. The rocks are fresh to slightly weathered, massive, hard and compact. The rock condition is considered to be very good. Joint systems developed are similar to those in the underlying augen gneiss.
- c) **Schist:** Schist rock is existing there in the one-third part of the headrace tunnel, Surge shaft area, pressure shafts and butter fly valve chamber. It is generally weak compared to gneisses and easily weathered. It is Greenish to grey in color, moderately weathered and very thinly to thinly foliated. The rock is exposed on the nalla and road cuttings of the tunnel alignment on higher grounds. The rocks being easily prone to weathering and forms a gentle topography and the soil formed is used for cultivation.

The area under consideration is located on the eastern limb of a major anticlinal structure. The foliation plane is very well defined in the biotite rich Augen gneisses due to directional parallelism of the micaceous minerals.

The overall foliation trend is, as such, sub parallel to askew to the project area axis with dips mainly towards left bank. Localised reversals in dip direction were observed at a few places due to mesoscopic folding along N-S running axial plane.

7.6 Rock Discontinuity

The average dip direction of foliation is varying from SE to NE and the dip angle varies from 20⁰-30⁰ degrees in both gneiss and schist zones. But the rock is highly crushed and highly jointed in places where it is exposed too. The mica schist zone basically overlies by the gneissic zone, so on the surface the exposed rock mass is mica schist but in the depth the rock might be gneiss. It was observed during geological mapping along the initial reach of HRT alignment that change of dip direction of foliation (from SE to NE) of gneisses and formation of synformal structure. Foliation is not regular along the whole length of tunnel alignment. The dip amount is low (20° to 30°).

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7.7 Geological appraisal of Head Race Tunnel

Head Race Tunnel of LAHEP has length of 17.278 km with dia of 10.5m and horse shoe shaped designed for 344.68 cumecs of water discharge of Arun-3 HEP in tandem operation. The proposed headrace tunnel is aligned on the left bank of Arun River.

The gneissic rock mainly consists of augen gneiss and granitic gneiss. Rock type along HRT alignment is Augen gneiss and granitic gneiss with thin bands of mica schist, shear seams, fractured zones as observed from exploratory data of drill holes along HRT.

The important tributaries of Arun River flowing over the HRT alignment include Kaguwa Khola, Hadi Khola, Tombe Khola, Chinkhuwa Khola and Bhalu Khola. The straightness of the streams is indicative of structural control.

The main geological structures along the alignment are foliation, gneissose and schistose structures. Similarly, multiple shear zones/weak zones having variable thickness are expected on the tunnel grade as observed from drill hole data.

7.7.1 Field Investigations

Exploratory Drilling: HRT in this package has been investigated by the aid of four drill holes) for gathering Sub-surface data (detailed Geological logs of drill holes are attached as **Annexure-3**).

S. No.	Location	Drill Hole No.	Co-ordinates		Elevation (m)	Depth of hole (m)	Position	Thickness of overburden (m)	Depth of water table (m)
			Easting	Northing					
1	Head Race Tunnel	HRT-2 (Above HRT alignment between Adit-1 & Adit-2)	519763.7655	3042073.4931	680	95	Vertical	6	Not Encountered
2		HRT-3 (Near Adit-2 & HRT Junction)	517570.797	3040401.341	700	80	vertical	8	Not Encountered
3		HRT-4 (Near Adit-3 & HRT Junction)	515558.344	3037154.95	710	90	Vertical	10.6	Not Encountered
4		HRT-5 (Adit-4 Portal)	513950.828	3034512.825	598	60	vertical	6	8.2

7.7.2 Rock Discontinuity

The average dip direction of foliation is varying from SE to NE and the dip angle varies from

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20⁰-30⁰ degrees. In addition to foliation, discontinuity details of other joint sets are tabulated below:

Details of discontinuities in this package of HRT.

Type of Joints	Attitude (Dip amount/Direction)	Continuity	Spacing	Fillin g	Roughness	Weatherin g
Foliation J1	15 ⁰ -30 ⁰ /100 ⁰ -130 ⁰	>15m	60-200cm	No	SP-SU	W1-W2
J2 (a)	65 ⁰ -85 ⁰ /260 ⁰ -280 ⁰	>15m	1-3m	Clay	RP-RU	W1-W2
J2 (b)	75 ⁰ -85 ⁰ /85 ⁰ -105 ⁰	>15m	1-3m	Clay		
J3 (a)	75 ⁰ -85 ⁰ /350 ⁰ -010 ⁰	>15m	1-3m	Clay	RP-RU	W1-W2
J3 (b)	75 ⁰ -85 ⁰ /170 ⁰ -190 ⁰	>15m	1-3m	Clay		

7.7.3 Laboratory and In-situ Test Results

Various laboratory test results were carried out and results are summarized below:

Test Results

Sr.No	Description	Test Values
1	UCS	
	Gneiss	28.03 to 46.73 MPa (avg.=37.38MPa)
2	Tensile strength	Between 5.18 to 5.89 MPa (avg=5.53MPa)
3	Internal Friction Angle (Φ)	36.65 ⁰
4	Cohesion (c)	9.22 MPa

8.0 Geotechnical Appraisal of HRT

(from Chainage- 100 m to 11865.723 m)

a) **The Head Race Tunnel from Chainage 100 m to 11865.723 m** has been explored by geological mapping on 1:10000 scale, 325m of exploratory drilling and laboratory rock mechanics testing beside other studies. The geological log of drill hole done in this stretch of HRT are appended as **Annexure-3**.

The area encompassing HRT is densely forested and inaccessible; therefore geotechnical assessment of the tunnel grade is based on the geology depicted in broad geological plan aided by subsurface exploratory holes and rock mechanic testing.

Medium to high grade metamorphic rocks consisting of gneiss zone (having augen gneiss and granitic gneiss) form the predominant tunneling media in this part of HRT.

Geologically, Augen gneiss consists of feldspar porphyroblast that lies parallel to gneissosity. Other minerals are quartz, biotite, and muscovite. The banded augen gneiss shows clear dark and light-colored minerals. The dark band is rich in biotite and light

band is rich in feldspar and quartz. It is found around the initial part of the HRT from Chainage 100 - ± 11.450 km of tunnel alignment lies within the gneissic zone. Augen gneiss are generally massive, fresh to slightly to moderately weathered, compact and hard, thinly to thickly foliated. UCS of augen gneisses varies between 35.37 & 40.19 Mpa. As a tunneling media, the rock is rated mainly as “Fair to Good” at tunnel grade.

Granitic gneisses also occur in different horizons. They are mainly leucocratic, predominantly medium to coarse grained. This variety of gneiss is developed within the augen gneiss. The rocks are fresh to slightly weathered, massive, hard and compact. The rock condition is considered to be fall between Very Good to Fair category.

The lithological contact of granitic gneisses with adjoining rock is anticipated to be sheared and fractured and may fall in “Poor to Very Poor” category.

Geologically Mica schist and its variants are by far the softest rock in the HRT and are expected to pose difficulty during tunnelling especially where they become charged with water. Thinly foliated mica schist zone is expected at tunnel grade at the end part of this HRT package. The litho contact of mica schist with augen gneiss/ granitic gneisses suspected to be sheared and fractured and fall in “Poor and Ext. Poor” category.

The tunnel alignment will strike the foliation trend of rock at different angles due to variation in foliation/ discontinuity trend and kinks in the direction of the tunnel alignment. There are about six numbers of bends/kinks. In some reaches, the foliations are gentle dipping by virtue of obliquity of strike and such zones may develop crown instability.

In this HRT reach under reference from chainage 100 m to 11865.723 m, maximum rock cover of ± 725 m along the HRT alignment is measured at RD 11800m. Minimum rock cover of ± 75 m is found at RD. ± 200 m.

The tunnel alignment is crossed by number of perennial streams named as Kaguwa khola Hangshori Khola, Chinkuwa Khola, Bhalu khola & Baguwa Kola having considerable discharge. However, during geological mapping it was observed that bedrock is exposed as rocky escarpments in both the banks of Kholas. The vertical cover above tunnel grade along these Kholas ranges from ± 175 m to ± 350 m. Despite of adequate over cover the presence of water seepage under these Kholas cannot be ruled out. Probable occurrence of highly weathered augen/granite gneisses with high biotite content is foreseen in addition to possibility of shear zones expected in HRT in the Kaguwa khola section. These weathered zones in association with water are expected to cause tunnelling difficulties.

Based upon wedge analysis, formation of both gravity and sliding wedges at the intersection of prominent discontinuities may be expected at certain reaches of the tunnel crown.

Occurrences of Squeezing, flowing, ravelling, chimney formations, cavity formations, rock falls (wedge failure & slabbing) and face collapse conditions may arise during excavations of underground components. These conditions are common during tunnelling in Himalayan geology. Possibility of rock burst & rock convergence due to vertical stresses at critical thickness of rock cover/height cannot be ruled out.

9.0 Geotechnical Appraisal of Construction Adits

9.1 Adit-1 cum Spill tunnel

It is 296.028 m long, horse- shoe shaped adit with 10.5m dia. meeting HRT at station 225.000 m. Its bearing is N59⁰ for initial reach thereafter horizontal bend changes its

bearing towards N153⁰ which covers major reach, thereafter another horizontal bend changes its bearing N69⁰ to meet HRT junction. The attitude of foliation strike is 40⁰-220⁰ with dipping 25⁰-30⁰ towards drive of the construction adit-1 cum spill tunnel.

The entire adit will be excavated in gneiss/ augen gneiss and thin intercalated bands of Mica-Schist. Initial 50m reach may encounter poor to very poor rock condition due to weathering effect and distressing of joints. South dipping joints intersecting with east dipping joints may form wedges with foliation joints at some places in tunnel section. Rock mass classification for initial 50m reach of Adit-1 cum spill tunnel is Poor to Very Poor considering the portal factor and distressing, weathering of rock. Rest of 277.8m reach of Adit-1 cum spill tunnel is falling under Fair to Poor rock mass condition as it is passing through the rock cover from 50m to 150m.

9.2 Adit-2

621.45 m long “D” shaped adit-2 with a diameter of 7.0m joins HRT at station 3836.679 m. The bearing of the alignment is N156⁰ which intersects the general foliation trend at an angle of about 39⁰. This adit will be excavated in gneiss/augen gneiss and thin intercalated bands of sheared Mica schist as anticipated. The rock mass condition in initial 50m reach of adit is anticipated to be Poor to very poor due to effect of weathering, distressed open joints. Westerly dipping joints, in combination with other joints, may form wedges with foliation joint at some places in tunnel section. The rock mass condition in adit after 50m reach upto junction of HRT is anticipated to be Fair to Poor category.

9.3 Adit-3

This “D” shaped adit with a diameter of 7.0m and length of 405.046 m joins the HRT at station 7248.044 m. The bearing of the adit is N110⁰ which strikes the rock foliation at an angle of 80⁰. The adit will be excavated in Gneiss/augen gneiss and thin intercalated bands of Mica schist as anticipated. The general foliation trend is N-S to N20⁰E-S20⁰W with a dip of 20⁰ to 30⁰ towards E to SE. The exposed rocks in the vicinity of adit portal are relatively massive and stronger. Rock mass classification for initial 50 m reach of Adit-3 is Poor to very poor considering the portal factor and distressing, weathering of rock. Rest, 50m up to HRT junction reach of Adit-3 is falling under Good to Fair rock mass condition.

9.4 Adit-4

Adit-4 having 867.628m length with 7.0m dia & “D” shape will join HRT junction at chainage 10492.044 m. The bearing of the proposed adit is towards N98°. It makes an angle of 88° with foliation plane. As per the projections from geological plan, the adit is likely to be located in Gneiss/augen gneiss beneath a cover of slope wash material. The rock mass condition in initial 50m reach of adit is anticipated to be Poor to very Poor due to effect of weathering, distressed open joints. Rest, 50m up to HRT junction reach of Adit-4 is falling under Fair to Poor rock mass condition.

9.5 Summary of anticipated tunneling conditions

- i) In this package minimum cover above HRT is ±75 m in the upstream side of Adit-1 cum spill tunnel and maximum cover ii upto 725m in the downstream side of Adit-2 and at the end of this package.
- ii) The schists where encountered are expected to be moderately weak and generally sheared and are expected to pose difficulty during tunnelling especially where they become charged with water.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

- iii) The locations where major lineaments intersect the tunnel media will be very poor.
- iv) Probable occurrence of highly weathered augen/granite gneisses with high biotite content has been foreseen in addition to possibility of shear zones expected in HRT in the Kaguwa khola section. These weathered zones in association with water are expected to cause tunnelling difficulties.
- v) Extra ordinary water conditions can be expected due to presence of the various geological and environmental parameters.
- vi) Collapses are expected in the low cover zones, nalla zones, fracture zones, shear zones, shattered zones and high permeable rock zones.
- vii) Based upon wedge analysis, formation of both gravity and sliding wedges at the intersection of prominent discontinuities may be expected at certain reaches of the tunnel crown.
- viii) In some reaches the foliations are gentle dipping by virtue of obliquity of strike and such zones may develop crown instability.
- ix) Occurrences of Squeezing, flowing, ravelling, chimney formations, cavity formations, rock falls (wedge failure & slabbing) and face collapse conditions may arise during excavations of underground components. These conditions are common during tunnelling in Himalayan geology.

10.0 CONSTRUCTION POWER

The Contractor shall make arrangements for the full anticipated requirement of construction power.

Electricity in Nepal is supplied through Nepal Electricity Authority (NEA). Presently there exists NEA's 33KV network in the project vicinity near Arun-3 Power house, Pukhwa. The power connection shall be obtained by the Contractor directly from NEA and all the applicable charges on account of getting power connection and consumption/metering charges, demand charges, cost of step down arrangements to desired voltage level, distribution arrangements etc. payable to NEA (or otherwise) shall be borne by the Contractor. Employer will provide assistance to the Contractor to obtain construction power from NEA to meet part or full requirement of power. The Contractor shall be responsible for making all payments directly to the relevant authorities.

In the event of non-availability of part or full Construction Power, Power Failure, Voltage Fluctuations, Shutdown & Interruptions in the supply of Power supplied by NEA directly and any other reason whatsoever, the Contractor shall make own arrangements for standby power by deploying and running DG sets for part/full requirement of the power necessary for the execution of works round the clock at his own cost. Permissions from State authorities, if required, for installing DG Sets shall also be arranged by the Contractor at his own cost for which Employer will provide necessary assistance. However, for each unit of electricity consumed in construction of works by operating DG sets, due to non-availability of grid power for reasons not attributable to Contractor, Employer shall pay INR 7.64 / kwh excluding VAT towards the additional financial implications for DG power. The payment on this account shall be made only, for the DG power used for construction works including illumination of work sites. The rate of INR 7.64 shall be considered firm during the currency of the Contract. No payment shall be made to the Contractor for the DG power used for his own utilities like colony and offices etc. Beyond the above, Contractor to note that no claim whatsoever and no time extension shall be entertained under any circumstances on account of

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

non-availability of part or full construction power from NEA as well as providing of standby power.

Further, Employer shall not entertain any claim whatsoever for any damage or loss that may be caused to his Construction Plant, equipment and works as result of any shut down, breakdown or voltage fluctuation in the power supply.

The reimbursement towards additional financial implication for DG Power shall be made as per actual consumption to be measured through the Energy meter of DG set. The meter has to be duly calibrated and authenticated by the authorized Meter and testing laboratory. The installation of DG set is also required to be got inspected from the relevant office and the applicable energy duty on electricity generated through DG set has to be paid directly to the NEA by the Contractor under intimation to the Employer.

11.0 ENVIRONMENT ASPECTS

Nepal has developed an extensive set of legislation for regulating the environmental and social aspects for developmental projects. Nepal's laws and relevant legislation on environment conservation and social aspects includes major provisions for Nepal Environmental Policy and Action Plan, 2076 (2019);, Soil and Watershed Conservation Act, 2039 (1982); Forest Policy, 2075 (2019);, Forest Act, 2076 (2019); , Forest Rules, 2079 (2022);, Forest Produce Collection and Sales Distribution Guidelines, 2071 (2015); The Aquatic Animal Protection Act, 2017 (1960); National Parks and Wildlife Conservation Act, 2029 (1973); , Explosive Material Act, 2018 (1961); Land Acquisition Act, 2034, (1977); Guthi Corporation Act, 2033 (1976); and Land Reform Act 2020 (1964).

Environment Protection Act, 2076 (2019); Water Resources Act, 2049 (1993); Solid Waste Management Act, 2068 (2011); International Trade in Endangered Species of Wild Fauna and Flora Act, 2073 (2017); Land Use Act, 2076 (2019); Environment Protection Rules, 2077 (2020); Solid Waste Management Rule, 2070 (2013); National Ambient Air Quality Standards, 2069 (2012); National Noise Level Standards, 2069 (2012).

12.0 DETAILS OF QUARRIES

Item	Name of Quarry/ Borrow area	Location
1	Near Adit-2 (RBM Quarry)	Tombe (left bank of Arun river)
2	Near Adit – 3 of Lower Arun HEP(Rock Quarry)	Simle (left bank of Arun river)

13.0 DUMPING AREA

Sr. No.	Area	Distance (Approx.)
1	Dumping site near Adit-1 cum Spill Tunnel (DS-1B)	1.5 Km from Construction Adit-1 cum Spill Tunnel portal
2	Dumping site for Adit-2 (DS-2A)	200 m from Adit-2 Portal.
3	Dumping Site near Adit-2 (DS-2B)	600 m from Adit-2 Portal.
4	Dumping site for Adit-3 (DS-3)	100 m from Adit-3 Portal.

5	Dumping site near Adit-4 (DS-4)	1.8 Km from Adit-4 portal
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14.0 OTHERS / MISCELLANIOUS

- i) **General Climatic Condition in the Project Area:** The climate of the area is monsoonal in nature, as about 70% of the annual precipitation is received in the months from June to September. Since, Arun river basin lies within Eastern Himalayan region, where the monsoon has a more extended regime, rainfall is received throughout the year.
- ii) **Port Facilities:** Nearest port at Kolkata, India (about 600 km from Jogbani).
- iii) **Availability of Land to the Contractor:** Land for Infrastructure, Contractor's enabling works and installation facilities etc. shall be arranged by the Contractor himself at his own cost. The Employer shall arrange land for Permanent Works, dumping area and quarries, free of cost to the Contractor on "as is where is" basis.
- iv) **Drinking Water Arrangement:** Natural sources available.
- v) **Medical facilities:** District HQ of Sankhuwasabha at Khandbari
- vi) **School:** District HQ of Sankhuwasabha, Khandbari
- vii) **Bank:** District HQ of Sankhuwasabha at Khandbari
- viii) **Inner line permit / pass required for contractors and his workmen:** As per Law of Land
- ix) **Availability of nearest fuel station:** Tumlingtar and District HQ of Sankhuwasabha at Khandbari
- x) **Population :** Population is very thin. Total population of District Sankhuwasabha is approx. 1,60,000 (Census 2021 of Nepal)
- xi) **Explosive Management:**

The Contractor shall arrange explosives and their license(s) for all requirements of explosives required for the completion of Works at his own cost. The Contractor shall also construct explosive magazine at his own cost as per design approved by Nepal Army/ Employer.

The Contractor shall procure explosives either from Nepal Army or import the same from India. The Contractor shall comply with all relevant laws, ordinances, instructions, regulations issued by Government from time to time regarding the purchase, import, handling, transportation, storage, safety, security, use and management etc. of explosives.

Further, as per norms of GoN, the security arrangements for explosives during transportation within Nepal, storage and use etc. shall be provided by Nepal Army. Cost of deployment of Army personnel and all its related costs including to and from movement/ rotation, cost of stay at site and cost of transportation, storage & use of explosives and other miscellaneous expenses related to explosive and army management etc. shall be borne by the Contractor. The Contractor shall submit written request to Employer alongwith details of quantity of explosives, means, date and place of transportation for processing with concerned authorities.

The Contractor shall also construct residential accommodation /barrack for army security personnel at their own cost as per design / drawing by Nepal Army/Employer. The Contractor shall also be responsible for housekeeping of the residential

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accommodation/ barracks and shall make necessary arrangements for boarding, lodging and transportation of army personnel at his own cost.

The Bidders are advised to inquire with appropriate authorities regarding expenses to be incurred on account of explosive management for execution of Works including all related expenses for deployment of Army personnel and all its related costs including to and fro movement/ rotation, cost of stay at site and cost of transportation, storage & use of explosives and other miscellaneous expenses related to explosive and army management etc.

No cost whatsoever shall be borne by Employer related to Explosives and their management.

15.0 CONSTRUCTION PERIOD OF THE PACKAGE :

54 months including first filling of HRT, till Commissioning and testing of units.

16.0 SALIENT FEATURES :

LOCATION	
Country	Nepal
District	Sankhuwasabha
Vicinity	All components of project are on Left bank of River Arun. The Intake Works are at village Pukhwa and Power House at village Beteni about 10Km upstream of Tumlingtar.
HYDROLOGY	
Design Flood at Lower Arun PH Site	
10,000 Year	10134m ³ /s
Highest Flood Level	315.10m
Design Discharge	344.68m ³ /s <i>(Only the tail waters of Arun-3 HE Project will be utilized)</i>
TAIL RACE OUTFALL POND (To be constructed as a part of Arun-3 HEP)	
Null Level	537.00m
Maximum water level	544.00m
Top elevation of structure	545.00m (Corresponding to Design flood of 15710 m ³ /s at TRT Outfall in Arun-3 and Maximum water level in pond during Tandem Operation)
INTAKE STRUCTURE	
No. of intake	1 No.
Intake Gates	2 Nos.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

	6.00 m wide x 7.00 m high
Length of HRT to be constructed with intake	100 m
SPILL TUNNEL CUM CONSTRUCTION ADIT-1	
Type	Horse shoe, concrete lined
Taking off at	STA 225.00 m of HRT
Size	10.5 m dia.
Length	296.028 m
Spill tunnel invert level at exit	537.00 m
Spill Tunnel Gate	1 No 10.5 m wide X 10.5 m high
HEADRACETUNNEL	
Type	Horse Shoe, concrete lined
Size (finished diameter)	10.50 m
Length	17.3 km
Velocity	3.77m/s
No.of Adits	6 Nos. (Incl. Spill Tunnel Cum Adit-1)
Access Gate at the Plug of Adit-3	1 No 2.50m wide X 2.50m high
SURGESHAFT	
Numbers	One
Type	Restricted Orifice, open to sky
Diameter	33.84m
Depth	134.75m from center line of HRT
Gate size	5.85m(W) x 5.85(H)m, 2nos.
Elevation of center line of headrace tunnel	445.25m
Elevation of invert of surge shaft	452.5 m
Maximum up surge	569.95 m
Minimum down surge	502.70 m
BUTTERFLYVALVEHOUSE	
Type	Underground
Size of valve house	91 m long x 12 m wide x 21m high
No. of butterfly valves	2 Nos.

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Size of valves	5.5 m internal dia.
TAILRACECHANNEL	
Type	Rectangular concrete lined and cast in-situ concrete blocks
Size	50 m wide
Length of tail race channel (including transition)	72.93 m
Crest elevation	EL305.355 m
Normal tail water level for power generation (Q = 344.68 cumec)	EL 307.04 m
Minimum tail water level (Q = 8.617cumec 10% of one unit Discharge)	EL 305.50 m
Maximum tail water level(10% overload)	EL 307.158 m
POWER HOUSE	
Type, Size	Surface
Number of Units	Four
Type of Turbine	Francis, vertical axis
Unit Installed Capacity	167.25 MW
Unit Discharge	86.17 m
Net Head/ Rated Head	210.46 m
Head loss	19.50 m
Normal TWL	307.04 m
Minimum TWL	305.50 m
Maximum TWL	
Draft Tube Gates	
▪ Size	8000 mm (W) x 4000 mm (H)
▪ Number	4 nos.
Type	Vertical lift, rope drum hoist 45 T capacity
TRANSFORMER BAY	
Type & Size	135.0m (Long) x 13.0m (Wide) x 23.5m (high)
Number	1
Transformer details	13 Nos. 68MVA single phase 13.8/420/√3 kV

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	ODWF type
SWITCHYARD	
Type	Surface 400kV Switch Gear GIS type with double bus bars arrangement

17.0 GENERAL

Bidders to note that the above data is being provided for planning purpose only and Bidders in their own interest, should inspect and examine the site and its surroundings and satisfy themselves, before submitting their bid, in respect of the site conditions. Except as specifically provided for in the Contract, no claim whatsoever arising out of above information shall be admissible.

Section 4: Bidding Forms

Qualification Forms		
Application Form -1	General Information	
Application Form – 2	General Experience Record	
Application Form – 2A	JV/Consortium Summary	
Application Form – 3	Specific Experience Record	
Application Form – 3A	Details of Completed and Current Contracts of similar nature	
Data Sheets		
Data Sheet 1	Work Commitments	
Data Sheet 2	Personnel Capabilities	
Data Sheet 2A	Personnel Candidate Data	
Data Sheet 3	Equipment	
Data Sheet 3A	Equipment Data	
Data Sheet 3B	Deployment Schedule for Equipment	
Data Sheet 3C	List of minimum key Equipment	
Data Sheet 4	Financial Data	
Data Sheet 5	Proposed Site Organization	
Data Sheet 6	Proposed Sub-Contractors	
Data Sheet 7	Construction Programme	
Data Sheet 8	Construction Methods	
Data Sheet 9	Laboratory Equipment	
Data Sheet 10	Surveying Equipment	
Data Sheet 11	Breakdown of Prices	
Data Sheet 12	Confirmation of the Site Visit by the Bidder	
Data Sheet 13	Additional/Supplemental Information	
Letter of Tender alongwith attachments		
Letter of Tender		
Attachment No. 1	Bid Security	
Attachment No. 2 (i)	Power of Attorney	
Attachment No. 2 (ii)	Power of Attorney of Lead Member of the JV/Consortium	
Attachment No. 3	Form of Declaration: A Declaration in respect of submitted documents/ proposal	

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

Attachment No. 4	Details regarding Local Agent	
Attachment No. 5	Bidder's Appreciation of the Project	
Attachment No. 6(i)	Undertaking from Subcontractor	
Attachment No. 6(ii)	Joint Deed of undertaking from Sub-Contractor and the Bidder/Contractor	
Attachment No. 7(i)	Undertaking by Parent/Holding Company	
Attachment No. 7(ii)	Parent/Holding Company Agreement	
Attachment No. 7(iii)	Parent/Holding Company Agreement for JV/Consortium	
Attachment No. 7(iv)	Undertaking by Parent/Holding Company of sub-contractor	
Attachment No. 8	Integrity Pact	
Attachment No. 9	JV Agreement	
Attachment No. 10	Undertaking (In compliance of Ministry of Finance, Government of India Order no. F.No. 6/18/2019-PPD dated 23.07.2020).	
Attachment No. 11	Undertaking regarding 'Form of Declaration of Eligibility'	
Financial Forms		
Form Fin 1	Percentage of payment proposed to be received in INR and NPR respectively as a percentage of Contract Price	
Form Fin 2	Sub price schedules for Hydro-mechanical works	

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

Qualification Forms

General Information

Bidders are requested to complete the information in this form.

1.	Name of firm	In case of joint venture/consortium/sub-contractor () Lead Partner () Partner () Sub-contractor
2.	Head office address <i>Country:</i>	
3.	Telephone Fax Email	Contact Person(s) Name Title/Position
4.	Place of incorporation / registration Date	
5.	Legal status of firm	Field of specialty in business
6.	Nationality of majority of owners or share-holders	Number of management executives _____ persons
7.	Number of present permanent employees: Name of Country Home country Overseas branch 1 Overseas branch 2 All other branches	(unit: persons) Civil Engineers Other Engrs. Non-Engineering
8.	Quality assurance system in head office	Certified by:
9.	Agent or representative in India Name Address Telephone	(if exists) Fax & Email

Date _____

Signature _____

General Experience Record

Name of the Construction Company (Sole Bidder) or Partner/member of a Joint venture/Consortium or Sub-Contractor

Bidders are requested to complete the information in this form.
Use a separate sheet for each Partner/member of a joint venture/consortium.

1. Annual Turnover

The information supplied should be the annual turnover of the Bidder (separately for each partner of a joint venture/ each member of a consortium and Sub-Contractor), in terms of the amounts paid by the clients for each year in the last three (3) years, converted to INR at the rate of exchange at the end of the period reported. Unless specifically asked for, Bidders need not to enclose testimonials, certificates, and publicity material with their applications, they will not be taken into account in the evaluation of qualifications.

Fiscal Year	Turnover (unit)	INR equivalent*
1.		
2.		
3.		
4.		
5.		

Fiscal year begins on _____ in each calendar year.

2. General Experience

Experience of construction works (including any categories of works) in the last Twenty (20) years to demonstrate the Bidder's business experience should be listed in separate sheets in a form as shown below:

No.	Name of Project	Country	Bidder's own works done	Role of the Bidder (sole contractor, or partner in JV/Consortium)	Contract period m/yr to m/yr	Bidder's contract price (INR equivalent)*
1						
2						
3						
4						

- *
i) Exchange rate as on date of award of Contract.
ii) Mention exchange rate adopted.

Date _____ Signature _____

NB : To please attach detailed data sheet wherever possible.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

APPLICATION FORM - 2A

PAGE ___ OF ___ PAGES

Joint Venture/Consortium Summary

In case of joint venture/consortium, this form is requested to be filled and attached to Form 2.

1. Members of Joint Venture/Consortium

Names of all Partners of a joint venture		Proposed participation	Proposed portion of work
1. Lead Partner		%	
2. Partner		%	

2. Summary of Annual Turnover

Total value of annual turnover, in terms of work paid by the clients, in INR equivalent converted at the rate of exchange at the end of the period reported:

		Annual Turnover – Summary (INR equivalent)		
Partner	Form 2 page no.	Year 1	Year 2	Year 3
1. Lead Partner				
2. Partner				
Total				

Indicate responsibility in respect of planning, Equipment, key personnel and execution of the work of the lead firm of the joint venture/consortium and of each of the joint venture/consortium partners.

Date _____

Signature _____
by Lead Partner

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

APPLICATION FORM-3

PAGE ___ OF ___ PAGES

Specific Construction Experience Record

Name of Construction Company (Sole Bidder); Partner of a joint venture/consortium and/or sub-contractor(s):

On a separate page, using the format of Form-3A, each firm (Sole Bidder); Partner of a joint venture/consortium and/or sub-contractor(s) is requested to list all contracts of a similar nature undertaken and completed in past or ongoing, on the basis of which the Bidder wishes to qualify. The value should be based on the currencies of the contracts converted to INR, at the date of substantial completion. The Specific Construction Experience should include the following:

Package - __

The information in Form-3A to be summarized in the table form as shown below.

Summary – Completed contracts of Similar Nature :

Name of Project (Reported on Form-3A)	Country	Name of Contract	Contractor's role (lead partner of JV/Consortium or otherwise)	Contract value in million INR*	Schedule Completion/actual Completion (month/year)

Date _____

Signature _____

- * i) Exchange rate as on date of award of Contract.
- ii) Mention exchange rate adopted.

NB : To please attach detailed data sheet wherever possible.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

SUMMARY OF FULFILMENT OF TECHNICAL CRITERIA

(To be submitted by the Bidder)

S.No	Qualifying Criteria	Reference (Page No.)
	A. General Construction Experience*	
	B. Specific Construction Experience*	

**The specific construction experience shall be as applicable for the package.*

Note: The reference date for considering the period of preceding Twenty (20) years for general/specific construction experience as the case may be the last day of the month previous to the one in which NIT is invited.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

APPLICATION FORM - 3A

PAGE ___ OF ___ PAGES

Details of Completed and current Contracts of Similar Nature

Name of Construction Company (Sole Bidder); Partner of a joint venture/Consortium and/or sub-contractor(s):

Use a separate sheet for each contract.

List all relevant works completed in past, for which the Bidder wishes to qualify.

1.	Name of project	Installed capacity: _____ MW
	Country	State/Province
	Name of river	Annual mean discharge of river: Approx. _____ m3/s
2.	Name of employer	Telephone
	Contact Person	Fax
	Address	Email
3.	Name of contract	
4.	Nature of works (Tunnels, Power House and Shafts etc.) and special features (site conditions, remoteness, etc.) relevant to the contract for which the Bidder wishes to qualify:	
5.	Contract role (check one) <input type="checkbox"/> Lead Partner in a joint venture/consortium <input type="checkbox"/> Prime contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Partner in a joint venture/Consortium	
6.	Value of contract <i>Currency:</i>	of which, Bidder's share was: %
7.	Time period as per Contract Document (years and months)	Date of award: Date of actual completion:
8.	Works done (<i>Bidder is to add or delete items to demonstrate qualification</i>):	

Date _____ **Signature** _____

NB : To please attach detailed data sheet wherever possible

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

APPLICATION FORM - 4

PAGE ___ OF ___ PAGES

Current Contract Commitments / Works in Progress

Name of Construction Company (Sole Bidder); Partner of a joint venture/Consortium and/or sub-contractor(s):

Bidder should provide information on their current commitments on all construction contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion.

Name of contract	Description of works	Stipulated date of completion	Contract Value (equivalent INR)*	Value of outstanding work (INR equivalent)*	Estimated completion date
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

- * i) Exchange rate as on date of award of Contract.
- ii) Mention exchange rate adopted.

Date _____

Signature -----

Data Sheets

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

S.No.	Description	Page no.
1.	Data Sheet 1: Work Commitments	
2.	Data Sheet 2: Minimum Requirements of Key Experts	
3.	Data Sheet 2A: Personnel capabilities	
4.	Data Sheet 2B: Personnel candidate data	
5.	Data Sheet 3: Equipment	
6.	Data Sheet 3A: Equipment data	
7.	Data Sheet 3B: Deployment Schedule for Equipment	
8.	Data Sheet 3C: List of Key Equipment	
9.	Data Sheet 4: Financial data	
10.	Data Sheet 5: Proposed site Organisation	
11.	Data Sheet 6: Proposed Sub-contractors	
12.	Data Sheet 7: Construction Programme	
13.	Data Sheet 8 : Construction methods	
14.	Data Sheet 9 : Laboratory equipment	
15.	Data Sheet 10: Surveying equipment	
16.	Data Sheet 11: Break down of Prices	
17.	Data Sheet 12: Confirmation of the site visit by the Bidder	
18.	Data Sheet 13: Additional/Supplemental Information	

Work Commitments

Name of Construction Company (Sole Bidder); Partner of a joint venture/Consortium and/or sub-contractor(s):

Bidder should provide information on their current commitments on all construction contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion.

Name of contract	Description of works	Stipulated date of completion	Contract Value (equivalent INR)*	Value of outstanding work (INR equivalent)*	Estimated completion date
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

* i) Exchange rate as on date of award of Contract.
 ii) Mention exchange rate adopted.

Date _____

Signature -----

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

DATA SHEET - 2

Minimum Requirements of Key Experts

Sr. No.	Key Expert
1	<p>Project Manager/Team Leader/Hydropower Engineer (1 Number)</p> <p>Should be regular graduate in Hydro power/Water Resource/Hydraulics/ Civil Engineering having minimum 20 years' experience in planning / design of Hydroelectric Projects/ Pump Storage Projects, overall management & coordination of activities of multi- disciplined groups from conceptual stage to detailed design stage.</p>
2	<p>Tunnel Engineer (2 numbers)</p> <p>Should be regular graduate/post graduate in Hydro power/Water Resource/Civil Engineering having minimum 20 years' experience in the field of tunnel design for Hydroelectric project/Water resource development project/ Pump Storage Projects. Should have specific experience of tunnel design in adverse geological conditions like squeezing rock/high stress zones, hot water zones, shear zones, large water ingress zones, high temperature zones and noxious gases zones.</p>
3	<p>Construction and Resource Planning Expert (2 numbers)</p> <p>Should be regular graduate in Civil Engineering, with minimum 15 years of experience as site engineer/Manager for Hydroelectric projects. Should have an experience in the construction of at least 2 Hydroelectric Projects. Should have specific experience of resource planning and management required for project execution.</p>
4	<p>Engineering Geologist (2 numbers)</p> <p>Should have minimum Qualification of Post-Graduation in Engineering Geology/ Geology/ Applied Geology with minimum 15 years of experience related to Geological aspects. Should have an experience in at least 02 nos. HEPs / PSPs. Should have specific experience of tunnel works in adverse geological conditions like squeezing rock/high stress zones, hot water zones, shear zones, large water ingress zones, high temperature zones and noxious gases zones.</p>
5	<p>Geotechnical Engineer/ Slope stability Expert (1 number)</p> <p>Should be regular graduate and Masters in Geotechnical Engineering with Minimum 15 Years of experience in the relevant field for Hydroelectric projects. Should have an experience in at least 02 nos. HEPs / PSPs. Also, experience regarding design and engineering of 2 excavated slopes out of which one must be of 50m height.</p>

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

DATA SHEET – 2A

Personnel Capabilities of Key Experts

Name of Bidder or Partner of a joint venture

*For specific positions essential to contract implementation, Bidders should provide the names of at least two candidates qualified to meet the specified requirements. The data on their experience should be supplied in separate sheets using **Form 2B** for each candidate.*

1.	Title of position	
	Name of prime candidate	
	Name of alternate candidate	
2.	Title of position	
	Name of prime candidate	
	Name of alternate candidate	
3.	Title of position	
	Name of prime candidate	
	Name of alternate candidate	
4.	Title of position	
	Name of prime candidate	
	Name of alternate candidate	

Note:

- i. Bidder shall submit details of expert available with them fulfilling the minimum requirements indicated against each of the specialization/fields in Data Sheet 2A.
- ii. Experts on the regular pay rolls of the Bidder / JV/Consortium member or on contract for a period of five year or more shall be considered. In case expert is on contract, copy of contract(s) alongwith an undertaking from POA holder undertaking that contract will be extended till completion of Works under the Contract shall be submitted with the Technical Bid. Any expert engaged on short-term contract of less than one year shall not be considered.
- iii. An expert proposed under one specialization shall not be considered for evaluation against any other field.
- iv. Names proposed above will be posted against the work. Any change in name at later stage will require the approval of the Employer.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

DATA SHEET – 2B

Personnel Candidate Data

Name of Bidder or Partner of a joint venture

Position		Candidate () Prime () Alternative	
<i>Candidate information</i>	Name of candidate	Year of birth	
	Professional qualifications		
<i>Present employment</i>	Name of employer		
	Address of employer		
	Telephone Fax	Contact (manager/personnel officer)	
	Present job title of candidate	Years with present employer	

Summarize professional experience to meet the specified requirements, in reverse chronological order. Indicate particular technical and managerial experience relevant to the Project.

<i>From: month/yr.</i>	<i>To: month/yr.</i>	<i>Company</i>	<i>Project (country)/Position/Relevant technical and management experience</i>

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

DATA SHEET - 3
Equipments :

Name of Bidder or Partner of a joint venture

The Bidder should indicate availability of all Equipment, which he would propose to use for the Contract, in separate sheets in a form as shown below:

List of Proposed Equipment

No.	Name of Equipment	Capacity or production rate	Nos. of unit	Year of manufacture	Current ownership *1	Current location (country)	Estimated purchase price (INR per unit)
1.							
2.							
3.							
4.							
5.							

*1: Classify as I for owned (Lead Partner or other Partner), or II to be leased and III to be purchased. The proposed old Equipment should not be older than 50% of scheduled life of Equipment.

Separate Form-3A should be prepared for major items of equipment listed in this Form-3. Separate Form-3B should be prepared for deployment schedule of all the above Equipment.

NB:

- If Contractor proposes any special methodology of construction for any of the structure, a note to its effect to be attached and technical details and justification also to be furnished.
- The construction equipment planning should be commensurate with construction methodology, availability of construction material and overall construction programme.
- Overall capacity of each type of equipments proposed in the above list should not be less than capacity of the key equipment as per “DATA SHEET -3C”
- Contractor shall plan suitable units of the Equipment as per requirements of the working fronts.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

DATA SHEET - 3A

Equipment Data

Name of Bidder or Partner of a joint venture

Name of equipment		
Equipment information	1. Name of manufacturer	2. Model and power rating
	3. Capacity or production rate	4. Year of manufacture
Current status	5. Current location	
	6. Details of current commitments	
Source	7. Indicate source of the equipment () Owned () Leased () To be purchased	

Omit the following information for equipment owned or to be purchased by the Bidder or Partner.

Present Owner	8. Name of owner	
	9. Address of owner	
	Telephone Fax	Contact name and title
Agreements	Details of lease/manufacture agreements specific to the Project:	

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

DATA SHEET - 3B

Deployment Schedule for Equipment

Name of Bidder or Partner of a joint venture

Deployment Schedule

S. No.	Name of Equipment	Capacity or production rate	Nos. of unit	Year of manufacture	Monthwise Deployment (reckoned from Commencement date)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

DATA SHEET – 3C

List of minimum key Equipment required for the Works

Name of Bidder or Partner of a joint venture

Sl. No.	Description of Equipment	Capacity or production rate	Nos. of unit (Location SPILL TUNNEL & ADITS 2 ,3 & 4)
1.	Hyd. Excavator with breaker attachment	0.9 -1.2 cum	8
2.	Hyd. Excavator with breaker attachment	1.5-2.0 cum	4
3.	Side Tilt Loader	2-3.0 cum	7
4.	25 MT Rear Dumper	-	75
5.	Trailer	-	5
6.	Two Boom Drill Jumbo with bucket	-	10
7.	Wagon Drill	-	4
8.	Jack Hammer with pusher leg	-	10
9.	Air Compressor (cfm)	400-500cfm	3
10.	Air Compressor (cfm)	600 cfm	8
11.	Concrete Pump	60 cum./hr	9
12.	Transit Mixer	6cum	35
13.	Crawler Dozer	>=180 HP	4
14.	Shotcrete Machine with Robotic Spraying Arms preferably with inbuilt compressor	20 m3/hr	5
15.	Batching & Mixing Plant,	60 cum/hr	4
16.	Aggregate Processing Plant	100-150 TPH	2

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

17.	Ice plant, (As Per Requirement)	100 TPD	2
18.	Mobile Crane	50-100 MT	2
19.	Dewatering Pump	35-50 HP	LS
20.	Hydra Lift	15 MT	4
21.	Self Loading Concrete Mixer (As per requirement)	-	3
22.	High Frequency Needle Concrete Vibrator-Electric	-	LS
23.	Ventilation Fan 1.8m Dia with booster arrangement	≥ 160 KW	8
24.	Telehandler	-	7
25.	Tunnel Lining Gantry (Vehicle & blower pipe should pass under it)	12-15m	7
26.	Laser guided system for tunnel alignment	-	for each face
27.	Grader	-	1
28.	Vibratory Compaction Roller	-	3
29.	Electric Breakers	-	6
30.	Core drilling machine	-	1
31.	Forepoling Machine (upto 114mm di & 15 m)	-	3
32.	Hyd. Excavator with breaker attachment	0.9 -1.2 cum	8
33.	Hyd. Excavator with breaker attachment	1.5-2.0 cum	4

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

DATA SHEET – 4
Financial Data

Name of Bidder or Partner of a joint venture

Bidders, including each Partner of a joint venture, should provide financial information to demonstrate that they meet the requirements stated in the Instructions to Bidders summarizing actual assets and liabilities in Indian Rupees equivalent. Based upon known commitments, summarize projected assets and liabilities in Indian Rupees equivalent for the next two years. Each Bidder or Partner of a joint venture must fill in this form

<i>Financial information in INR equivalent</i>	CURRENT YEAR (Million INR)		PROJECTED FOR NEXT TWO YEARS (Million INR)			
	Financial Year		Financial Year		Financial Year	
	1 st half (6 month)	2 nd half (6 month)	1 st half (6 month)	2 nd half (6 month)	1 st half (6 month)	2 nd half (6 month)
<i>1. Turnover</i>						
<i>2. Total assets</i>						
<i>3. Current assets</i>						
<i>4. Total liabilities</i>						
<i>5. Networth</i>						
<i>6. Current liabilities</i>						

*(Attach **printed** audited financial statements*

Specify proposed sources of financing to meet the cash flow demands of the Project, net of current commitments)

<i>Source of financing</i>	<i>Amount (INR equivalent)</i>
1.	
2.	
3.	

Firms owned by individuals, and partnerships may submit their balance sheets certified by a registered accountant, and supported by copies of tax returns, if audits are not required by the laws of their countries of origin.

Date _____

Signature _____

Note :

1. Please attach separate sheet for the details of the :
 - a. sub-contractor
 - b. holding company .
2. Exchange rate at the end of each year.
3. Mention exchange rate adopted.
4. To please attach detailed data sheet wherever possible.
5. Evidence of access to lines of credit (Sole Bidder / Lead Partner of JV) in line with clause 5.1 b) of ITB to be submitted alongwith the bid.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

DATA SHEET - 5

Proposed Site Organization

Name of Bidder or Partner of a joint venture

A. Preliminary Site Organization Chart *

B. Narrative Description of Site Organization Chart

C. Description of Quality Assurance at Site

D. Description of Relationship between Head Office and Site Management

* **Note:** The details of foreign nationals (number and designation) to be deployed at site should also be specified.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

DATA SHEET-6

PROPOSED SUBCONTRACTORS

Name of Bidder or Partner of a joint venture

Section of Works	Approximate Value ¹	Name(s) & Address(es) of Subcontractors	Description & location of similar works previously executed
1.			
2.			
3.			
4.			

1. The contractor shall provide in the above format the details of proposed subcontractor other than those proposed to be engaged as sub-contractor for meeting the specified qualifying criteria under clause 5 & 6 of ITB.

¹ Value in INR equivalent

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

DATA SHEET – 7

CONSTRUCTION PROGRAMME

Name of Bidder or Partner of a joint venture

Submit a construction programme in bar chart form, which starts at the date of Letter of Acceptance and is completed within scheduled time as specified in Appendix to Tender.

The Construction Programme shall show various activities and their period including interdependent milestones specified in Appendix to Tender. The duration of interdependent milestones shall be kept same as specified in Appendix to Tender

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

DATA SHEET 8

CONSTRUCTION METHODS

Name of Bidder or Partner of a joint venture

The Bidder shall submit an outline of description of proposed methods, sequences, facilities and layouts to be used for construction. The information should be submitted in sufficient detail to allow an assessment of the general adequacy of the Bidder's proposal. Sketches, drawings and diagrams should be included where ever necessary for clarification of the description. Required number and classification of manpower, equipment and materials to be used for each particular activity shall be described. The Bidder shall prepare construction methodology in detail after careful study of Project site, geology, construction material, hydrology & project access roads etc. The construction methodology should commensurate with Construction Equipment planning, project personnel and detail construction programme and milestones. The construction methodology proposed by the bidder should be best suited with Equipment planning (with month-wise deployment schedule) and construction schedule to complete the works within the overall time frame provided in the Bid documents.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

DATA SHEET- 9

LABORATORY EQUIPMENT

Name of Bidder or Partner of a joint venture

List the detailed breakdown of equipment to be furnished for sampling and testing of materials for concrete, fill materials or any other items in the Contractors field laboratory. The equipment and instruments listed should be grouped under heading with cross-reference to the relevant tests or standards detailed in the Technical Specifications.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

DATA SHEET-10

SURVEYING EQUIPMENT

Name of Bidder or Partner of a joint venture

List equipment for surveying and setting-out work (Equipment shall also be used by Employer for verification purposes as and when required).

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

DATA SHEET-11

BREAK DOWN OF PRICES

(To be submitted later, if required by the Employer)

Name of Bidder or Partner of a joint venture

Note: *Bidders are not required to complete this Data Sheet at the time of preparation of Bids. Only the Bidders, who are requested by the Employer, will submit the analysis of unit rates as per the format below in accordance with the Instructions to Bidders. (Clause 27.1).*

Bidder shall provide the breakdown of such Unit Prices as the Employer may determine, in accordance with the form shown hereunder. This cost breakdown shall include the breakdown of local as well as foreign currencies and shall include overhead and profit. This form shall become part of the Contract and no claims may be made against the Employer for excess or deficiency therein whether actual or relative to other items.

Item No. _____ (in the Schedule)

Work: _____

Unit Price:

Foreign Component: _____

Local component : _____

Particular Description (by item):	Unit Quantity	Foreign Currency		Local Currency	
		Rate	Amount	Rate	Amount

1. Material costs

Subtotal 1 -----

2. Manpower costs (by grade, except supervisory and managerial staff)

Subtotal 2 -----

3. Plant and equipment costs (by type)

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

DATA SHEET- 12

Confirmation of the Site Visit by the Bidder

Name of Bidder or Partner of a joint venture

We.....
.....(Name of Bidder) whose registered office is at.....
..... declare herewith that our representatives have visited the site of the works on.....day of20....., and that we have fully informed ourselves of all conditions, local and otherwise, which may affect the preparation of this bid and the performance of works.

Give names and positions of the representative(s) who took part in the site visit(s):

Name:..... Signature:.....
Position:..... Date:.....
Representative of.....
.....

Name:..... Signature:.....
Position:..... Date:.....
Representative of.....
.....

Name:..... Signature:.....
Position:..... Date:.....
Representative of.....
.....

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

Name:..... Signature:.....

Position:..... Date:.....

Representative of.....

.....

Name:..... Signature:.....

Position:..... Date:.....

Representative of.....

.....

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

DATA SHEET -13

Additional/ Supplemental Information

Name of Bidder or Partner of a joint venture

Add any further information that the Bidder considers to be relevant to the evaluation. If the Bidder wishes to attach other documents, list them below.

Bidders should not enclose testimonials, certificates, and publicity material with their applications; they will not be taken into account in the evaluation of qualifications and will be discarded.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

LETTER OF TENDER ALONGWITH ATTACHMENTS

1. LETTER OF TENDER

{Refer ITB Clause-13.1, 14 & 21.2 (a)}

Name of Contract.....

To : (Name and address of Employer) C/o (Address of Consultant)

Sir,

1.0 Having examined the Bid Documents, including Addenda Nos. *(Insert Numbers)*, the receipt of which is hereby acknowledged, we the undersigned, offer to construct and install such Works and remedy the defects therein in conformity with the Conditions of Contract, Specifications, Drawings, Bill of Quantities, Appendix to Bid and addenda (if any) for the sum of :

.....(*Prices to be left blank in Envelope-I* (Insert amounts in words))

.....(.....)
(Amount in Figures)

as specified in the Appendix to Bid or such other sums as may be determined in accordance with the terms and conditions of the Contract.

2.0 **Attachments to the Letter of Tender:**

In line with the requirement of the Bid Documents we enclose herewith the following Attachments to the Letter of Tender:

- (a) **Attachment 1:** Bid Security in the form of Bank Guarantee or any other form as specified in clause 18 of ITB.
- (b) **Attachment 2:** A power of attorney complying with the requirement of ITB Clause No. 5.1(a) indicating that the person(s) signing the bid have the authority to sign the bid and thus that the bid is binding upon us during the full period of its validity in accordance with the ITB Clause 17.
- (c) **Attachment 3:** The documentary evidence establishing in accordance with ITB Clause 3 that we are eligible to bid and in terms of ITB Clause 5.1(e) are qualified to perform the contract if our bid is accepted. The updated qualification details have been furnished as per your format enclosed with the Bid Documents.
- (d) **Attachment 4:** The details of local representation as per your format enclosed in the Bid Documents.
- (e) **Attachment 5:** Bidders Appreciation of the project.

The Bidders appreciation of the project, should include a report on the site inspection carried out prior to submission of bid, and must demonstrate full awareness and understanding of all the principal technical and logistic problems related to transportation and erection of

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

the Equipment, construction of Works, Materials, availability of land and Infrastructures, local taxes/ duties/ royalties/levies/cess & Laws applicable for Construction Works. The site visit report shall form part of this Attachment. (ITB clause no. 8).

(f) **Attachment 6:** Bids with sub-contractor(s):

Bids submitted by a bidder with sub-contractor shall comply with the following requirements:

- (i) Undertakings by the Bidder and his sub-contractor(s) that the Bidder /sub-contractors shall be responsible for execution of that item of work for which they claim to have specific construction experience.
- (ii) A Joint Deed of Undertaking by the Bidder and his sub-contractor(s).

(g) **Attachment 7:** Bids by Merged/Acquired/subsidiary company:

Bids submitted by a subsidiary company shall comply with the following requirements:

- (i) Undertaking by the Parent/holding Company evincing full technical and financial support to the subsidiary and commitment by the parent/holding company to take up the work itself in case of non-performance of the subsidiary company and to provide additional performance guarantee and also to enter into separate agreement with the Employer to that effect.

(h) **Attachment-8:** Integrity Pact.

Integrity Pact Duly signed between Employer and the Bidder in accordance with Sub-Clause-3.4 of ITB.

(i) **Attachment-9:** Bids submitted by a joint venture or a consortium of firms/companies as partners shall comply with the following requirements

- (i) The bid has to be signed as per Sub-Clause 5.2 (b), so as to be legally binding on all partners
- (ii) Authorization to carry out the bidding as per Sub-Clause 5.2(b).
- (v) The payments against the Contract shall be made in the name of each party for the work under its scope or Lead Partner of JV/Consortium with the prior consent of other partner(s), as is proposed by the Bidder and accepted by the Employer.
- (vi) All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contractual terms, and a statement to this effect shall be included in the

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

authorization at (ii) above, as well as in the bid and in the Agreement (in case of a successful bid).

- (v) Joint Venture/Consortium Agreement (attested by Notary Public) and signed between Lead Partner and the other Partner(s) of JV/Consortium as per format included in Bid Document.
- (j) **Attachment-10:** Undertaking in compliance of Ministry of Finance, GOI's order no. F.No. 6/18/2019-PPD dated 23.07.2020.
- (k) **Attachment-11:** Undertaking regarding 'Form of Declaration of Eligibility' (refer ITB clause 3.2)

#.....

(Any other Attachment, if required, shall be added here)

3.0 **Bill of Quantities:**

3.1 In line with the requirements of the Bid Documents, we enclose herewith the Bill of Quantities, duly filled-in as per your proforma.

@.....(**Prices to be left blank in Envelope-I submission**)

@ Any other Schedule if required, shall be added here.

3.2 We are aware that the Bill of Quantities do not generally give a full description of the work to be performed under each item and we shall be deemed to have read the Technical Specifications and other Bid Documents and Drawings to ascertain the full scope of work included in each item while filling-in rates and prices. We agree that entered rates and prices shall be for the full scope as aforesaid and shall be deemed to include all applicable taxes, duties, Cess, other levies, VAT, Royalties, RDF etc. and overhead and profit.

3.3 We declare that the rates of Bill of Quantities shall be subject to adjustment as specified in General Condition of Contract and Particular Condition of Contract.

3.4 We confirm that we have examined and are aware of the conditions and adequacy of infrastructural facilities, Construction Equipment and related spares, services lines, partially completed works etc. to be handed over by the Employer for performance of Contract.

4.0 We confirm that we shall get registered with the concerned VAT / Taxation Authorities, where the project is located. We also confirm that we shall produce the Permanent Account Number issued by Nepalese Income Tax Authorities to the Engineer, before receiving the first payment under the Contract, if the work is awarded to us.

4.1 We confirm that no VAT /Entry tax/ RDF/statutory levies/other levies / custom duty etc. in any form shall be payable by you for the bought out items which are dispatched directly by us/our Assignee to the project site.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

5.0 We undertake, if our bid is accepted, to commence the work immediately upon your Letter of Acceptance to us, and to achieve Completion of Works within the time stated in the Bid Documents.

6.0 If our bid is accepted, we undertake to provide a Performance Security in the form and amounts, and within the time specified in the Bid Documents.

7.0 We agree to abide by this bid for a period of 180 days from the date fixed for submission of bids as stipulated in the Bid Documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

8.0 Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency*	Purpose of Commission or gratuity
.....

(if none, state “none”). ***(Prices to be left blank in Envelope-I)**

9.0 Until a formal Contract is prepared and executed between us, this bid, together with your written acceptance thereof in the form of your Letter of Acceptance shall constitute a binding contract between us.

10.0 We understand that you are not bound to accept the lowest or any bid you may receive. We acknowledge the right of the Employer to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

11.0 All information provided in my/our Bid and attachments thereof is true and correct and all documents copies of which are attached with our Bid as attachments are true copies of their respective originals.

12.0 I/ We hereby certify that I/we / *any of the Joint Venture/Consortium Members (the “JV Members” or any of the sub-contractors)* have not been banned/ de-listed/ black listed/ debarred from business by GOI/GON or any of its department during last 03 (three) years on grounds mentioned in para 6 of Guidelines on banning of Business dealing enclosed as Annex-A of the Format of Integrity Pact (refer section-3: Bidding Forms) and/or due to non-performance and/or by MOP/GOI/SJVN/SAPDC/SLPDC on any grounds. Undertaking to this effect is attached as Attachment-11.

13.0 I/We hereby declare that only the persons or firms interested in this proposal as principals are named in our Bid and that no other person or firm or company other than those mentioned in our Bid has any interest in this bid submission or in the

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

Contract to be entered into and in good faith, without collusion or fraud, if our Bid is accepted as evidenced by issue of Letter of Acceptance to us.

- 14.0 We understand that you may annul the bidding process and reject all bids or accept or reject any of the bids at any time and that you are neither bound to accept any bid that you may receive nor to invite the Bidders to bid for Works, without incurring any liability to all or any of the Bidders.
- 15.0 We believe that we/our Joint Venture/Consortium/sub-contractor(s) continue to satisfy (ies) the eligibility criteria and meet(s) the requirements as specified in the Bid Documents and are/is qualified to submit a Bid in accordance therewith.
- 16.0 We declare that we/any Member of our Joint Venture/Consortium are/is not a Member of any other Joint Venture/Consortium submitting a Bid for the Works pursuant to the Bid Document.
- 17.0 We have studied all the Bid Documents carefully and also surveyed the Works Site and understood all local and site conditions affecting the execution of the Works. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the Employer or in respect of any matter arising out of or concerning or relating to the bidding process including the award of Works to the selected bidder.
- 18.0 We acknowledge and confirm that upon issue of Letter of Acceptance to us consequent to acceptance of our Bid, a binding contract for execution of the Works shall come into existence on the terms set forth in our Bid together with your Letter of Acceptance. We undertake to commence the work upon issue of your said Letter of Acceptance, and to achieve Completion within the time stipulated in the Bid Documents.
- 19.0 We agree and understand that the Bid is subject to the provisions of the Bid Documents. In no case, we shall have any claim or right of whatsoever nature if the Works is not awarded to us or our Bid is not opened.
20. We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal is in all respects for and in good faith, without corrupt/fraudulent/collusive/coercive practice .

Dated this.....day of.....20....

Thanking you, we remain,

Yours faithfully,

(Signature)

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

(Printed Name)

(Designation)

(Common Seal)

Date :

Place :

Business Address:

Country of Incorporation:

(State or Province to be indicated)

Name & Address of the Principal Officer:

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

ATTACHMENT - 1
{Refer ITB Clause-18}

(To be stamped in accordance with Stamp Act if any, of the Country of the Issuing Bank)

Bid Security Form

Bank Guarantee

Date: _____

(Name of Contract)

To: (Name and address of Employer) C/o (Address of Consultant)

WHEREAS (name of Bidder) (hereinafter called “the Bidder”) has submitted its Bid dated (date of bid) for the performance of the above-named Contract (hereinafter called “the Bid”)

KNOW ALL PERSONS by these present that WE (name of Bank) of (address of bank) (hereinafter called “the Bank”), are bound unto (name of Employer) (hereinafter called “the Employer”) for the sum of: (amount), for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder in the Letter of Tender, or adopts corrupt or collusive or coercive or fraudulent practices or default under Integrity Pact.
2. If the Bidder, having been notified of the acceptance of its Bid by the Employer during the period of bid validity.
 - a) fails or refuses to sign the Contract Agreement when required, or
 - b) fails or refuses to submit the performance security in accordance with the Bid Documents.

WE undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

(**)

This guarantee will remain in force up to and including (date 45 days after the period of bid validity), and any demand in respect thereof must reach the Bank not later than the above date.

For and on behalf of the Bank

in the capacity of

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

Common Seal of the Bank

- Note: 1. (**) Employer may also present any of his demands at the counters of the(Name and address of the branch of the Bank in Nepal).....for further relay to us.
(To be inserted in case of a foreign currency bank guarantee issued by an overseas bank outside Nepal)

INSTRUCTIONS FOR EXECUTION OF BANK GUARANTEE FOR BID SECURITY

1. For the purpose of Stamp Duty on the Bank Guarantee, the law prevalent in the country of execution of Bank Guarantee shall prevail.
2. The executing officers of the Bank Guarantee for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No. / Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
3. Each page of the Bank guarantee for Earnest Money Deposit shall be duly signed/initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Bank.
4. Bank Guarantee in NPR should be executed on letter head of the “A” class commercial Bank. The issuing Bank shall be requested independently for verification/confirmation of the Bank Guarantee issued, non confirmation of which may lead to rejection of Bid Security. The Bank Guarantees in INR shall be acceptable only if these are issued by a Scheduled Commercial (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks), duly counter guaranteed by any A class bank in Nepal.
5. In case of BG issued in India, Stamp paper shall be purchased in the name of Bank issuing the Bank Guarantee, after the date ‘Notice Inviting Tender’, not more than six (6) months prior to execution/ issuance of the Bank Guarantee. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp.
6. The issuing Bank shall be requested independently for verification/confirmation of the Bank Guarantee issued, non confirmation of which may lead to rejection of ‘Bid Security’.

***ATTACHMENT-2 (i)**
{Refer ITB Sub- Clause-5.1 a)}

POWER OF ATTORNEY

(On Non-Judicial Stamp Paper of Appropriate value)

KNOW ALL MEN BY THESE PRESENTS THAT WE M/S A COMPANY ORGANISED AND EXISTING UNDER THE LAWS OF (NAME OF COUNTRY) AND HAVING ITS REGISTERED/PRINCIPAL OFFICE /PLACE OF BUSINESS AT.....REPRESENTED BY (NAME OF PERSONS) (THE “EXECUTANT”) DO HEREBY NOMINATE, CONSTITUTE, AUTHORIZE AND APPOINT MR. [.....*Name of Attorney*.....] , SON OF [.....], RESIDENT OF [.....] AND PRESENTLY EMPLOYED WITH], A COMPANY/ CORPORATION ORGANISED AND EXISTING UNDER THE LAWS OF (NAME OF THE COUNTRY) AND HAVING ITS REGISTERED OFFICE/PRINCIPAL PLACE OF BUSINESS AT AS OUR TRUE AND LAWFUL ATTORNEY (THE “ATTORNEY”) TO DO IN OUR NAME AND ON OUR BEHALF ALL OR ANY OF THE FOLLOWING ACTS, DEEDS AND THINGS IN CONNECTION WITH OR IN RESPECT OF OR RELATING TO THE NOTICE INVITING TENDER NO. DATED (THE “NIT”) ISSUED BY SJVN LTD, A COMPANY ORGANISED AND EXISTING UNDER THE LAWS OF INDIA AND HAVING ITS REGISTERED OFFICE/PRINCIPAL PLACE OF BUSINESS (UNDER THE COMPANIES ACT, 1956) (AT SHAKTI SADAN, SJVN CORPORATE OFFICE COMPLEX, SHANAN, SHIMLA -171006, HIMACHAL PRADESH (THE “CONSULTANT”) ON BEHALF OF SJVN LOWER ARUN POWER DEVELOPMENT COMPANY PVT. LTD. (SLPDC) A COMPANY ORGANISED AND EXISTING UNDER THE LAWS OF NEPAL AND HAVING ITS REGISTERED OFFICE/PRINCIPAL PLACE OF BUSINESS AT SATLUJ BHAWAN, ARUN SADAN, TUMLINGTAR, DISTT. SANKHUWASABHA, NEPAL (THE “EMPLOYER”) FOR THE EXECUTION, CONSTRUCTION AND DEVELOPMENT OF THE WORKS DESCRIBED IN THE NOTICE INVITING TENDER (NIT) (THE “WORKS”) THAT IS TO SAY:

1. TO PREPARE, OFFER, SIGN, SUBMIT AND DELIVER TO THE EMPLOYER THE EXECUTANT’S BID FOR THE WORKS PURSUANT TO THE NIT (THE “BID”) INCLUDING TO MAKE, SIGN(JV/Consortium Agreement and/or Joint Deed of Undertaking etc.), SUBMIT, DELIVER, EXECUTE, AND ACCEPT ALL DOCUMENTS, INCLUDING JOINT VENTURE/CONSORTIUM AGREEMENT, INFORMATION, APPLICATIONS AND OTHER WRITINGS NECESSARY FOR OR INCIDENTAL TO THE SIGNING, SUBMISSION AND DELIVERY OF THE BID TO THE EMPLOYER;

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

2. TO NEGOTIATE, ENTER INTO, SIGN AND EXECUTE, ACCEPT AND DELIVER ALL CONTRACTS UNDERTAKINGS, ACCEPTANCES AND OTHER WRITINGS CONSEQUENT UPON ACCEPTANCE OF THE EXECUTANT’S BID;
3. PARTICIPATE IN BIDDERS’ AND OTHER CONFERENCES AND PROVIDE ALL INFORMATION REQUIRED BY THE EMPLOYER AND TO FURNISH/SEEK CLARIFICATIONS ARISING OUT OF OR RELATING TO THE NIT AND, UPON AWARD OF THE CONTRACT CONSEQUENT TO THE ACCEPTANCE OF THE EXECUTANT’S BID BY THE EMPLOYER;
4. TO REPRESENT AND ACT ON BEHALF OF THE EXECUTANT IN RESPECT OF ALL MATTERS BEFORE THE EMPLOYER RELATING TO THE EXECUTANT TO BID AND UPON THE ACCEPTANCE OF THE EXECUTANT’S BID BY THE EMPLOYER INCLUDING THE RESULTANT CONTRACT ON SUCH THE ACCEPTANCE OF THE EXECUTANT’S BID (THE “CONTRACT”) IN RESPECT OF ALL MATTERS RELATING TO OR ARISING OUT OF OR CONCERNING THE CONTRACT AND TO GENERALLY DEAL WITH THE EMPLOYER ON BEHALF OF THE EXECUTANT IN ALL MATTERS ARISING OUT OF OR IN CONNECTION WITH OR RELATING TO OR ARISING OUT OF THE EXECUTANT’S BID. THE NIT AND THE CONTRACT IN THE EVENT OF ACCEPTANCE OF THE EXECUTANT’S BID BY THE EMPLOYER;
5. AND GENERALLY TO DO ANY AND ALL OTHER AND FURTHER ACTS, DEEDS AND THINGS WHICH ARE NECESSARY FOR OR INCIDENTAL TO OR DEEMED APPROPRIATE FOR MORE EFFECTUAL EXERCISE OF THE POWERS HEREBY CONFERRED.

AND We, the Executant above named do hereby agree and undertake to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers hereby conferred and all acts, deeds and things done or caused to be done by our said Attorney pursuant hereto shall always be deemed to be the acts, deeds and things done by the Company itself.

IN WITNESS WHEREOF, THIS POWER OF ATTORNEY ON THIS [.....] DAY OF [.....], [20.....]..... has been executed under the common seal of the Company, at -----(name of place).

For [Name of the Executant]

By

(Name of Officer)

Title

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

WITNESSES

1.

2.

[Notarized]

Notes:

- ◆ The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- ◆ The Bidder should submit for verification the extract of the charter documents and documents such as a resolution of its Board of Director/ power of attorney in favour of the person executing this Power of Attorney for delegation of power hereunder on behalf of the Bidder.
- ◆ Power of Attorneys executed by Bidders shall be duly stamped in accordance with applicable laws in Nepal/India.

* Strike out the form, if not applicable for the bidder.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

***ATTACHMENT-2 (ii)**

POWER OF ATTORNEY OF LEAD MEMBER OF THE CONSORTIUM/JOINT VENTURE

(On Non-Judicial Stamp Paper of Appropriate value to be purchased in the Name of Joint Venture)

Whereas Notice Inviting Tender (NIT) No. dated (the “NIT”) has been issued by SJVN Ltd, a company organised and existing under the Laws of India and having its Registered Office/Principal Place of Business (under the Companies Act, 1956) (at Shakti Sadan, SJVN Corporate Office Complex, Shanan, Shimla -171006, Himachal Pradesh (the “Consultant”) on behalf of SJVN Lower Arun Power Development Company Pvt. Ltd. A company organised and existing under the laws of Nepal and having its Registered Office/Principal Place of Business at Satluj Bhawan, Arun Sadan, Tumlingtar, Distt. Sankhuwasabha, Nepal (the “Employer”) for construction of the works described therein (the “Works”); and

Whereas, _____, _____ and _____(collectively the “Joint Venture” or “Consortium”) being Members of the Joint Venture with _____ as its leader (the “Lead Member”) are interested in bidding for the Works in accordance with the terms and conditions of the “Bid Documents”, and

Whereas it is necessary for the Members of the Joint Venture to vest the Lead Member with all necessary power and authority to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture’s bid for the Works and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS WE

- (i) [.....], a company organized and existing under the laws of [.....] and having its registered office at [.....] represented by (name of Person) and
- (ii) _____, a company organized and existing under the laws of [.....] and having its registered office at [.....] represented by (name of Person) (Collectively the “JV Members”) do hereby irrevocably designate, constitute, nominate, appoint and authorize the Lead Member _____, a company organized and existing under the laws of _____ and having its Registered Office at _____ as the Leader of the Joint Venture and our duly constituted true and lawful Attorney (hereinafter called the ‘Attorney’) to do for and in respect of or relating to proposed Bid of the Joint Venture for the Works in response to the NIT dated ---- (the “JV Bid”) and in the event of acceptance of JV Bid in our name and on our behalf all or any of the following acts, deeds and things that is to say:

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

1. To represent the Joint Venture and each of the JV Members in all dealings with the Employer in relation to the JV Bid and upon acceptance of the JV Bid and consequent award of the contract to the Joint Venture (the “Contract”) with respect to all matter arising out of or relating or incidental to the Contract;
2. To prepare, sign, submit and deliver to the EMPLOYER the JV Bid for the works pursuant to the above NIT including to sign, submit and deliver, execute, accept and deliver all documents, information, applications and other writings necessary for or incidental to the signing, submission and delivery of the Bid.
3. To negotiate, enter into, sign and execute, accept and deliver the Contract and all other undertakings, acceptances and writings consequent upon acceptance of the JV Bid by the Employer;
4. Participate in Bidders and other conferences and provide all information required by the EMPLOYER and to furnish/seek clarifications arising out of or relating to the Bid Document and the JV Bid and the Contract in the event of acceptance of the JV Bid by the EMPLOYER;
5. To represent and act on behalf of the Joint Venture and the JV Members in respect of all matters before the EMPLOYER relating to the Joint Venture, the JV Bid and, upon the acceptance of the JV Bid by the EMPLOYER including the resultant Contract on such the acceptance of the JV Bid, in respect of all matters relating to or arising out of or concerning the Contract and to generally deal with the EMPLOYER on behalf of the Joint Venture and the JV Members in all matters arising out of or in connection with or relating to or arising out of the Bid Document, the JV Bid and the Contract in the event of acceptance of the JV Bid by the EMPLOYER;
6. To sub-delegate all or any of the powers hereby conferred to such person or persons including any employees of the Attorney and/or of all or any of the JV Members as the Attorney may in its sole discretion deem appropriate;
7. And generally to do any and all other and further acts, deeds and things which are necessary for or incidental to or deemed appropriate for more effectual exercise of the powers hereby conferred.

AND nothing contained herein shall derogate from the Attorney’s responsibility as leader of the Joint Venture to ensure performance of the Contract including performance of their respective portion of the Contract by the JV Members. Provided however all the JV Members shall be jointly and severally liable for performance of the Contract and failure of one or more of the JV Members to perform their respective portions of the Contract shall be deemed to be a default by all the JV Members.

AND we the above named JV Members do hereby declare that this power of Attorney shall remain valid, binding and irrevocable till the earlier of the completion of the Defect Notification Period in terms of the Contract(s) if the JV Bid is accepted by the Employer, or the award of the Works under the NIT dated ----- to any other bidder.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

AND we the above named JV Members do hereby agree and undertake to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers hereby conferred and all acts, deeds and things done or caused to be done by our said Attorney in exercise of the power hereby conferred shall always be deemed to be the acts, deeds and things done by the Joint Venture Company.

In witness whereof we the JV Members above named have executed this Power of Attorney on this day of under their respective common seal(s), at ----- (name of place).

COMMON SEAL

(1) For
[.....]
By _____

[(Signature of authorized representative)]
Name:
Designation:

The common Seal of [.....] has been affixed, pursuant to the resolution passed by its Board of Directors at their meeting held on [.....], in the presence of Mr. [.....], Director who has affixed his signatures hereinabove in confirmation thereof.

(2) For [-----]
By _____

(Signature of authorized representative)
Name:
Designation:

The common Seal of [.....] has been affixed, pursuant to the resolution passed by its Board of Directors at their meeting held on [.....], in the presence of Mr. [.....], Director who has affixed his signatures hereinabove in confirmation thereof.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

Note:

- ◆ The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure, and
- ◆ Shall be signed by the authorized representatives of each Member of the Joint Venture / Consortium.
- ◆ Copy of charter documents and documents such as resolution/other Authorization in favour of executants of Power of Attorney is attached hereto for verification.
- ◆ Power of Attorneys executed by Bidders shall be duly stamped in accordance with applicable laws in Nepal/India.

* Strike out the form, if not applicable for the bidder.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

ATTACHMENT - 3
Form of Declaration
(Refer ITB Sub-clause 5.1.e)

**A DECLARATION IN RESPECT OF THE SUBMITTED BID DOCUMENTS/
PROPOSALS**

Subject: In respect of Domestic Competitive Bidding for Execution of **Package - _____ of _____ Hydroelectric Project.** It is declared without any reservation whatsoever that:

- 1) the submitted Techno-Commercial/Price Bid proposals are without any deviations and are strictly in conformity with the documents issued by the Employer.
- 2) in case any deviations are noticed which might have crept inadvertently, that such deviations without reservation of any kind are automatically deemed to have been withdrawn by us.
- 3) We are familiar with all the requirements of the Contract and has not been influenced by any statement or promise of any person of the Employer.
- 4) We are experienced and competent Bidder to perform the Contract to the satisfaction of Employer and are familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipalities, District, State and Central Government of Nepal that may affect the work, its performance or personnels employed therein.
- 5) We hereby authorize the Employer to seek reference from our bankers for its financial position and undertake to abide by all labour welfare legislations.
- 6) The above statement submitted by us is true and correct to our best knowledge.

(To be Jointly Signed by all the authorized representatives of each of the Members of the Joint Venture or Consortium)

.....
.....
.....

N.B: WITHOUT THIS CERTIFICATE BID IS LIABLE TO BE REJECTED.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

**ATTACHMENT – 4
{Refer ITB Clause-13.3(d)}**

(Name of the Project)
(Details in respect of Local Agent)

(Bidder's Name & Address) :

To:.....
(Name of the Employer)

Dear Sir,

We furnish below the following information in respect of our local agent:

(i) Name and address of the local agent

.....
.....
.....
.....

(ii) Services to be rendered by the local agent

.....
.....
.....
.....
.....

Date :

(Signature).....

Place :

(Printed Name).....

(Designation).....

(Common Seal).....

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

ATTACHMENT – 5
{Refer ITB Clause-8.0}

Bidder’s Appreciation of the Project

It should include a report on the site inspection, awareness and understanding of all the principal, technical and logistic problems related to transportation and installation/handling of the construction equipment/ materials, availability of land, infrastructure, local taxes & laws and construction of works (ITB clause no. 8).

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

***ATTACHMENT- 6 (i)**

UNDERTAKING FROM SUB-CONTRACTOR

{Refer ITB Clause-5.3(i)}

No:

Date:

To,
.....

Dear Sirs,

We, M/s..... having registered office atdo hereby undertake that in case work(Name of work) is awarded to M/s (Name of the Bidder), we shall execute the work of “_____” (the components of the work for which the Bidder has proposed to associate the sub-contractor), as sub-contractor to M/s..... (Name of the Bidder) and we shall be responsible for successful completion of the job covered under our scope for which we shall submit a joint Deed of Undertaking as per approved format of Employer included in the Bid Document and also agree to provide an additional Performance Bank Guarantee of 5%(five percent) of value of sub-let portion of works as per clause 4.2 of PCC and format included in the Bid Document.

We do hereby also confirm that we are not participating either as a sole Bidder or as a partner of a Joint Venture/consortium Bidder against the above Notice Inviting Tender.

Yours faithfully,

For & on behalf of M/s.
(Name & Address of the Sub-contractor)

(Office Seal)

Station:

Date:

Note: *i) This letter of Authorization should be on the letterhead of the sub-contractor and should be signed by a person competent and having the Power of attorney to bind the sub-Contractor. Power of Attorney in favour of this person to do so may be enclosed with this Letter of Undertaking.*

ii) In case a bidder has been qualified for any of the work on the credential of a proposed sub-contractor of the bidder, he shall be required to submit a joint deed of undertaking (as per agreed format) from the proposed subcontractor and contractor for joint and several responsibility of execution of Work sub-contracted to the sub-contractor.

* Strike out the form, if not applicable by the bidder.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

***ATTACHMENT- 6 (ii)**

**PROFORMA OF JOINT DEED OF UNDERTAKING BY THE SUB-
CONTRACTOR AND THE BIDDER/CONTRACTOR
{Refer ITB Clause-5.3(ii)}**

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

THIS DEED OF UNDERTAKING executed this day of..... Two Thousand and by M/s., a Company incorporated under the laws of and having its Registered Office at (hereinafter called the “Sub-Contractor” which expression shall include its successors, executors and permitted assigns), and M/s....., a Company incorporated under the laws of having its Registered Office at (hereinafter called the “Bidder” which expression shall include its successors, executors and permitted/ assigns) in favour of SJVN Lower Arun Power Development Company Pvt. Ltd. (SLPDC) a company organised and existing under the laws of Nepal and having its Registered Office/Principal Place of Business at Satluj Bhawan, Arun Sadan, Tumlingtar, Distt. SANKHUWASABHA, Nepal (hereinafter called the “Employer” which expression shall include its successors, executors and permitted assigns)

WHEREAS the “Employer” invited Bids vide its Invitation No. for Construction of _____, . AND WHEREAS ITB Clause No. 5.3(iii) of the Bid Documents inter-alia stipulates that a in order to ensure serious participation of the Sub-contractor(s) for work proposed to be executed by the Sub-contractor(s), a Joint Deed of Undertaking shall be required to be submitted by the Contractor and Sub-contractor(s)

AND WHEREAS the Bidder has submitted its Bid to the Employer vide Reference No. dated based on the association of the Sub-contractor.

NOW THEREFORE THIS UNDERTAKING WITNESSETH as under:

- 1.0 In consideration of the award of Contract by the Employer to the Bidder (hereinafter referred to as the “Contractor”) we, the Sub-Contractor and the Bidder/Contractor do hereby declare that we shall be jointly and severally bound to the Employer, for the successful performance of the (*proposed sub-let works*) in accordance with the Contract. The proposed sub-let works account for ___% of Contract Price.
- 2.0 Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the Sub-contractor in particular hereby agrees to deploy and depute its technical personnel, equipment, manpower and/or other resources on continual basis throughout the construction period of the proposed sub-let works until its completion to discharge the obligations of the Contractor under the Contract.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

- 3.0 This Deed of Undertaking shall be construed and interpreted in accordance with the laws of Nepal and the Courts in Khandbari shall have exclusive jurisdiction in all matters arising under the Undertaking.
- 4.0 Apart from the Contractor’s Performance Guarantee, the Subcontractor shall furnish as security, a Contract Performance Guarantee from its Bank in favour of the Employer in a form acceptable to the Employer. The value of such guarantee shall be equivalent to 5% (five percent) of value of the proposed sub-let works as identified in the Contract awarded by the Employer to the Bidder/Contractor and it shall be for faithful performance/compliance of this Deed of Undertaking in terms of the Contract. In that case, amount of work sub-let shall be reduced from Accepted Contract Amount for purpose of calculation of amount of Performance Bank Guarantee to be submitted by Bidder/Contractor.
- 5.0 The guarantee shall be unconditional, irrevocable and shall be valid upto 60 (Sixty) days beyond Defect Notification Period for the Works. The Bank Guarantee amount shall be payable to the Employer on demand without any reservation or demur.
- 6.0 We, the Sub-Contractor and the Bidder/Contractor agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract and further agree that this Undertaking shall continue to be enforceable till it is discharged by the Employer. It shall become operative from the Commencement Date of the Contract.

IN WITNESS WHEREOF, the Sub-Contractor and the Bidder/Contractor have through their Authorised Representatives executed these presents and affixed Common seals of their respective Companies, on the day, month and year first above mentioned, at -----
------(name of place).

WITNESS

For Sub-Contractor

1.
(Signature)

Signature of Authorized
(Representative)

(Name in Block Letter)
(Office Address)

Name
Common Seal of Company

.....
For Bidder/Contractor

2.
(Signature)

Signature of Authorized
(Representative)

(Name in Block Letter)
(Office Address)

Name.....
Common Seal of Company

.....

This Joint Undertaking is to be given if the Contractor qualifies on the strength of Sub-Contractor.

(To be Notarized by Notary Public)

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

***ATTACHMENT 7(i)**

**UNDERTAKING BY THE PARENT/HOLDING COMPANY
{Refer ITB Clause-5.4 (i)}**

(On letter head of Parent/Holding Company)

No:

Date:.....

To,

.....

Sub: Invitation for Bidding for Package _____ - of
_____ **HE** **Project,**

Dear Sirs,

We, M/s (Name of the Parent/Holding Company) having registered office at(Address of the Parent/Holding Company).....do hereby undertake that in case work of Construction of Package - _____, _____ H.E. Project is awarded to M/s (Name of the Bidder), who is participating in your subject Tender as a Sole Bidder/constituent of JV/Consortium partner, which is our subsidiary company, we on our strength/strength of -----(name of group company(ies)) under our control shall provide the full support for technical and financial requirements for the work “-----” (the scope of work of subsidiary company) and we shall be responsible for successful completion of the job covered under the scope of M/s(Name of Subsidiary company).

In case the Bidder, M/s(Name of Subsidiary company) gets qualified/techno-commercially responsive and awarded the work, We do hereby undertake to enter into a separate agreement with the Employer as per the Employer’s approved format included in the Bid documents.

We do hereby also confirm that we are not participating either as a sole Bidder or as a sub-contractor against the above Invitation.

Yours faithfully,

For & on behalf of M/s.
(Name & Address of the Parent/holding Company)

(Office Seal)

Station:

Date:

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

Note: This letter of authorization should be on the letterhead of the Parent/Holding Company and should be signed by a person competent and having the Power of attorney to bind the Parent/Holding Company. Power of Attorney in favour of this person to do so be enclosed with this Letter of Undertaking.

* : undertaking to be given by the parent/holding company if Subsidiary company was prequalified on the strength of parent/holding company.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

***ATTACHMENT-7 (ii)**

PARENT/HOLDING COMPANY AGREEMENT

(To be executed on non-judicial Stamp paper of appropriate value)

{Refer ITB Clause-5.4 (ii)}

(For sole Bidder)

THIS AGREEMENT IS MADE on this the..... day of between the SJVN Lower Arun Power Development Company Pvt. Ltd. (SLPDC) a company organised and existing under the laws of Nepal and having its Registered Office/Principal Place of Business at Satluj Bhawan, Arun Sadan, Tumlingtar, Distt. Sankhuwasabha, Nepal (hereinafter called the "Employer" which expression shall unless repugnant to the subject or context or meaning thereof include its successors, administrators, executors and assigns) of the one part; and(name of Parent/holding Company) a company organized and existing under the laws of..... and having its Principal Office at (Hereinafter referred to as the "Parent/holding Company" which expression shall unless repugnant to the subject or context or meaning thereof include its successors, administrators, executors and assigns) of the other part;

WHEREAS on the Parent/holding Company's commitment to provide full support for technical and financial requirements and be responsible and liable for successful completion of the works being awarded to M/s..... (name of Subsidiary Company) and further agreeing to enter into a separate agreement with the Employer, the Employer has entered into a Contract with M/s (hereinafter referred to as the "Bidder" which expression shall unless repugnant to the subject or context or meaning thereof include its successors, administrators, executors and permitted assigns) for the execution of Package - _____, _____ H.E. Project. (hereinafter referred to as the "Contract").

And whereas, in consideration of the aforesaid commitment, the Parent/holding Company hereby enters into this agreement with the Employer for providing full support for technical and financial requirements to the Bidder and be responsible and liable for successful performance and completion of the works described in the said Contract on the following terms and conditions:

NOW THEREFORE THE PARTIES HERETO HEREBY AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement except where the context otherwise requires, the following expressions shall have the meaning hereinafter respectively assigned to them:
2. "Contract" shall mean the Contract dated entered into between the Employer and the Bidder for the execution of the Work described therein for Package - _____, _____ H.E. Project
- 3.(a) The Parent/holding Company hereby agrees to the Employer to ensure due and faithful performance of the obligations and liabilities by the Bidder under the Contract and remain responsible to irrevocably and unconditionally provide full technical and financial support to the Bidder for completion of the works

covered under the Contract. The provisions of Contract shall mutatis-mutandis apply to the Parent/holding Company.

3. (b) In the event of breach and/ or failure on the part of the Bidder to perform or fulfill any of its obligations and liabilities under the Contract, the Employer may at its discretion call upon the Parent/holding Company and the Parent/holding Company shall be obliged to execute and perform or cause to be executed and performed and to satisfy the obligations and liabilities of the Bidder under the Contract in accordance with the terms and conditions thereof without prejudice to any other right or remedy, besides encashing the Bank guarantee(s).
- 3(c) The Parent/holding Company shall indemnify and keep indemnified and harmless the Employer at all times against any loss, damage, cost charge and expense whatsoever that may be suffered or incurred by or caused to the Employer on account of such breach.
- 3(d) It shall not be necessary for the Employer to proceed against the Bidder before proceeding against the Parent/holding Company and the Parent/holding Company shall be liable to fulfill its obligations and liabilities hereunder notwithstanding the Employer having undertaken any proceedings and/or obtaining any security from the Bidder for the performance of its obligations under the Contract. In order to give affect to this Agreement, the Employer may at its option be entitled to act as if the Parent/holding Company was the Bidder for successful completion of the works.

In the event, qualification of the Bidder/Subsidiary Company is considered on the credentials of another Subsidiary/Group Company under the same Apex 'Parent/holding Company' and due to any reason whatsoever, 'Parent/holding Company' or any other Group Company wants to divest its investment in the direct or indirect subsidiary (ies) as a result of which any of these companies may not remain subsidiary (ies) of the 'Parent/holding Company' then the 'Parent/holding Company' undertakes to ensure the performance of the works by arranging the required inputs in case of failure of Subsidiary Company.

- 3(e) However, where the Bidder disputes the occurrence of a breach under the Contract and if such dispute is referred to arbitration in terms of Conditions of the Contract, the Bidder is obliged to carry on the works under the Contract. In case, during the pendency of the dispute in arbitration, the Bidder does not carry on the work satisfactorily, the Employer by notice to the Parent/holding Company shall be entitled to invoke this Agreement, as if a breach had occurred for the purpose of Clause 3(b) hereinabove.
4. It is agreed that the obligations undertaken by the Parent/holding Company hereunder shall be performed by it notwithstanding any difference or dispute between the Employer and the Bidder pending before any court, tribunal, arbitration or any other authority or forum.
5. This Agreement shall come into force and effect upon the Commencement Date of the Contract/issuance of 'Letter of Acceptance' and shall remain in

force and effective till the date of expiry of the Defects Notification Period by the Employer pursuant to the Conditions for the Contract.

6. This guarantee is in addition to and without prejudice to the securities offered by and on behalf of Bidder to the Employer and all rights and remedies in respect thereof be reserved. This guarantee shall be a continuing guarantee and be in force notwithstanding discharge of Bidder by operation of any law or insolvency /bankruptcy /winding up/dissolution of the Bidder.
7. The Employer shall have the full liberty from time to time to vary any of the terms and conditions of the Contract by mutual agreement between the Employer and the Bidder and to extend time for performance thereunder by the Bidder or any other party thereto in accordance with the terms of the Contract and / or to postpone for any time and from time to time any of the powers exercisable by the

Employer against the Bidder and either to enforce or forebear from enforcing any of the terms and conditions of the Contract and/or the securities available to the Employer from the Bidder and the Parent/holding Company shall not be released from its obligations and liabilities under this Agreement in any manner whatsoever by any exercise by the Employer of the liberty and / or the rights with reference to the matters as aforesaid or by reason of time being given to the Bidder or any other act of forbearance, waiver or omission on the part of Employer or any indulgence by the Employer to the Bidder or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Parent/holding Company from its obligations and liabilities hereunder.

8. Nothing contained in this Agreement shall be construed or interpreted in any way as modifying or amending or relieving in any manner whatsoever the Bidder from their obligations under the Contract.
9. This Agreement shall be interpreted and be governed under the Laws of Nepal.
10. Any dispute or difference which may arise between the parties out of or in connection with this Agreement and which the Parties are unable to settle amicably shall be settled by reference to arbitration as per General/Particular Conditions of Contract. The courts of Nepal shall have exclusive jurisdiction provided however that any award made in such arbitration shall be enforceable in any court of competent jurisdiction.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS
HEREUNTO ON THE..... DAY MONTH ANDYEAR FIRST ABOVE
WRITTEN AT _____.

For and on behalf of the Employer
(through authorized representative)

For and on behalf of the
Parent/holding Company
(through duly authorized
representative)

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

Witnesses:
1. _____(Signatures
)

(Name & Address)
2. _____(Signatures
)

(Name & Address)

Witnesses:
1. _____(Signatures)

(Name & Address)
2. _____(Signatures)

(Name & Address)

* Strike out the form, if not applicable by the bidder.

(Notarized by Notary Public)

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

***ATTACHMENT- 7 (iii)**

(To be executed on non-judicial Stamp paper of appropriate value)

PARENT/HOLDING COMPANY AGREEMENT

{Refer ITB Clause-5.4 (ii)}

(For Joint Venture/Consortium)

THIS AGREEMENT IS MADE on this the..... day of between the SJVN Lower Arun Power Development Company Pvt. Ltd. (SLPDC) a company organised and existing under the laws of Nepal and having its Registered Office/Principal Place of Business at Satluj Bhawan, Arun Sadan, Tumlingtar, Distt. Sankhuwasabha, Nepal (hereinafter called the “Employer” which expression shall unless repugnant to the subject or context or meaning thereof include its successors, administrators, executors and assigns) of the one part; and(name of Parent/holding Company) a company organized and existing under the laws of..... and having its Principal Office at (Hereinafter referred to as the "Parent/holding Company” of the Joint Venture Partner M/swhich expression shall unless repugnant to the subject or context or meaning thereof include its respective successors, administrators, executors and assigns) of the other part;

WHEREAS on the Parent/holding Company’s commitment to provide full support for technical and financial requirements and be responsible and liable for successful completion of the scope of works of M/s(name of Subsidiary Company) being awarded to Joint Venture of M/s..... (name of Joint Venture) and further agreeing to enter into a separate agreement with the Employer, the Employer has entered into a Contract with the Joint Venture comprising M/s and M/s(hereinafter referred to as the “Bidder” which expression shall unless repugnant to the subject or context or meaning thereof include their successors, administrators, executors and permitted assigns) for the execution of Package - _____, _____ H.E. Project. (hereinafter referred to as the "Contract").

And whereas, in consideration of the aforesaid commitment, the Parent/holding Company hereby enters into this agreement with the Employer for providing full support for technical and financial requirements to its Subsidiary M/s and be responsible and liable for successful performance and completion of the woks described in the said Contract on the following terms and conditions:

NOW THEREFORE THE PARTIES HERETO HEREBY AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement except where the context otherwise requires, the following expressions shall have the meaning hereinafter respectively assigned to them:
2. "Contract" shall mean the Contract dated entered into between the Employer and the Bidder for the execution of the Work described therein for Package - _____, _____ H.E. Project.

- 3.(a) The Parent/holding Company hereby agrees to the Employer to ensure due and faithful performance of the obligations and liabilities by M/s (name of Subsidiary Company) under the Contract and remain responsible to irrevocably and unconditionally provide full technical and financial support to M/s (name of Subsidiary Company) for completion of the works covered under the Contract. The provisions of Contract shall mutatis-mutandis apply to the Parent/holding Company.
3. (b) In the event of breach and/ or failure on the part of M/s (name of Subsidiary Company) to perform or fulfill any of its obligations and liabilities under the Contract, the Employer may at its discretion call upon the Parent/holding Company and the Parent/holding Company shall be obliged to execute and perform or cause to be executed and performed and to satisfy the obligations and liabilities of the Bidder under the Contract in accordance with the terms and conditions thereof without prejudice to any other right or remedy, besides encharging the Bank guarantee(s).
- 3(c) The Parent/holding Company shall indemnify and keep indemnified and harmless the Employer at all times against any loss, damage, cost charge and expense whatsoever that may be suffered or incurred by or caused to the Employer on account of such breach.
- 3(d) It shall not be necessary for the Employer to proceed against the Bidder before proceeding against the Parent/holding Company and the Parent/holding Company shall be liable to fulfill its obligations and liabilities hereunder notwithstanding the Employer having undertaken any proceedings and/or obtaining any security from the Bidder for the performance of its obligations under the Contract. In order to give effect to this Agreement, the Employer may at its option be entitled to act as if the Parent/holding Company was the Bidder for successful completion of the works.

In the event, qualification of the Bidder/Subsidiary Company is considered on the credentials of another Subsidiary/Group Company under the same Apex 'Parent/holding Company' and due to any reason whatsoever, 'Parent/holding Company' or any other Group Company wants to divest its investment in the direct or indirect subsidiary (ies) as a result of which any of these companies may not remain subsidiary (ies) of the 'Parent/holding Company' then the 'Parent/holding Company' undertakes to ensure the performance of the works by arranging the required inputs in case of failure of Subsidiary Company.

- 3(e) However, where the Bidder disputes the occurrence of a breach under the Contract and if such dispute is referred to arbitration in terms of Conditions for the Contract, the Bidder is obliged to carry on the works under the Contract. In case, during the pendency of the dispute in arbitration, the Bidder does not carry on the work satisfactorily, the Employer by notice to the Parent/holding Company shall be entitled to invoke this Agreement, as if a breach had occurred for the purpose of Clause 3(b) hereinabove.
4. It is agreed that the obligations undertaken by the Parent/holding Company hereunder shall be performed by it notwithstanding any difference or dispute

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

between the Employer and the Bidder pending before any court, tribunal, arbitration or any other authority or forum.

5. This Agreement shall come into force and effect upon the Commencement Date of the Contract/issuance of 'Letter of Acceptance' and shall remain in force and effective till the date of expiry of the Defects Notification Period by the Employer pursuant to the Conditions for the Contract.
6. This guarantee is in addition to and without prejudice to the securities offered by and on behalf of Bidder to the Employer and all rights and remedies in respect thereof be reserved. This guarantee shall be a continuing guarantee and be in force notwithstanding discharge of Bidder by operation of any law or insolvency /bankruptcy /winding up/dissolution of the Bidder.
7. The Employer shall have the full liberty from time to time to vary any of the terms and conditions of the Contract by mutual agreement between the Employer and the Bidder and to extend time for performance thereunder by the Bidder or any other party thereto in accordance with the terms of the Contract and / or to postpone for any time and from time to time any of the powers exercisable by the Employer against the Bidder and either to enforce or forebear from enforcing any of the terms and conditions of the Contract and/or the securities available to the Employer from the Bidder and the Parent/holding Company shall not be released from its obligations and liabilities under this Agreement in any manner whatsoever by any exercise by the Employer of the liberty and / or the rights with reference to the matters as aforesaid or by reason of time being given to the Bidder or any other act of forbearance, waiver or omission on the part of Employer or any indulgence by the Employer to the Bidder or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Parent/holding Company from its obligations and liabilities hereunder.
8. Nothing contained in this Agreement shall be construed or interpreted in any way as modifying or amending or relieving in any manner whatsoever the Bidder from their obligations under the Contract.
9. This Agreement shall be interpreted and be governed under the Laws of Nepal.
10. Any dispute or difference which may arise between the parties out of or in connection with this Agreement and which the Parties are unable to settle amicably shall be settled by reference to arbitration/conciliation as per General/Particular Conditions of Contract. The courts of Nepal shall have exclusive jurisdiction provided however that any award made in such arbitration/conciliation shall be enforceable in any court of competent jurisdiction.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS
HEREUNTO ON THE..... DAY MONTH ANDYEAR FIRST ABOVE
WRITTEN AT _____.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

For and on behalf of the Employer
(through authorized representative)

For and on behalf of the
Parent/holding Company
(through duly authorized
representative)

Witnesses:

1. _____ (Signatures)

(Name & Address)

2. _____ (Signatures)

(Name & Address)

Witnesses:

1. _____ (Signatures)

(Name & Address)

2. _____ (Signatures)

(Name & Address)

* Strike out the form, if not applicable for the bidder

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

ATTACHMENT- 8

(To be executed on plain paper at the time of submission of bid and on Non-judicial stamp paper of appropriate value by successful bidder(Contractor) prior to signing of Contract Agreement)

(Format of Integrity Pact)

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

***ATTACHMENT-9**
(Refer Sub-clause 13.3(j) of ITB)

FORM OF JOINT VENTURE/CONSORTIUM AGREEMENT

(To be executed on Non Judicial stamp paper of appropriate value)

This Joint Venture/Consortium Agreement made and entered into on this ----- day of -----, -----.

BY AND BETWEEN

-----**(Name of the Lead Partner)** a Company incorporated under the laws of ----
----- **(Name of the Country)** with its Head/registered office at -----
-- **(Address of the Head/Registered Office)*** and a place of business in -----
----- **(Address of place of business) hereinafter referred to as “The Lead Partner”**
which expression unless otherwise repugnant hereto includes its successors, administrators, and permitted assigns thereof, represented by Mr. ----- (Name of Authorized signatory(ies)).

AND

-----**(Name of the other Partner)** a Company incorporated under the laws of ----
----- **(Name of the Country)** with its Head/registered office at -----
--- **(Address of the Head/Registered Office)*** and a place of business in -----
----- **(Address of place of business) hereinafter referred to as Partner-1 which expression unless otherwise repugnant hereto includes its successors, administrators, and permitted assigns thereof, represented by Mr. ----- (Name of Authorized signatory (ies)).**

All and/or each of them hereinafter referred to as “the Parties”.

WITNESSETH

WHEREAS SJVN Ltd, a company organised and existing under the Laws of India and having its Registered Office/Principal Place of Business (under the Companies Act, 1956) (at Shakti Sadan, SJVN Corporate Office Complex, Shanan, Shimla -171006, Himachal Pradesh (the “Consultant”) has issued NIT No. ----- dated ----- on behalf of SJVN Lower Arun Power Development Company Pvt. Ltd. A company organised and existing under the laws of Nepal and having its Registered Office/Principal Place of Business at Satluj Bhawan, Arun Sadan, Tumlingtar, Distt. Sankhuwasabha, Nepal (the “Employer”)

for the execution of Package no. _____ of _____ H.E. Project **(hereinafter referred to as “the works”)**. The Employer intends to invite bids from eligible Bidders for Domestic Competitive Bidding (DCB) in respect of the above works.

WHEREAS the Parties are interested in jointly preparing and submitting a Bid to qualify, for the Project as a loose knit Joint venture/Consortium.

Article 1.0 PURPOSE OF THIS AGREEMENT

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

1.1 The purpose of this Agreement is to define the principles of collaboration among the Parties to:

*** Strike out which is not applicable.**

- Submit a Bid jointly to qualify for the execution of Package no. _____ of _____ H.E. Project as a loose-knit Joint venture/Consortium.
- Prepare and submit technical and commercial proposals to the Employer, if invited by Employer.
- Negotiate and sign Contract in case of award.
- Provide and perform the Works in accordance with the Contract.

1.2 NAME

For the purpose of participating in the Bid, the name of the Consortium/Joint Venture shall be “_____”.

Article 2.0 LEGAL RELATIONSHIP OF THE MEMBERS

2.1 This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the Employer for Package no. _____ of _____ H.E. Project and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.

2.2 The Parties shall be jointly and severally responsible and bound towards the Employer for the performance of the works in accordance with the terms and conditions of the Bid document and/or Contract.

Article 3.0 LEADERSHIP

----- **(Name of the Lead Partner)** shall act as Leader of the Joint Venture/Consortium. As such, it shall act as the coordinator of the Party’s combined activities and shall carry out the following functions:

- 3.1 To ensure the technical, commercial and administrative co-ordination of the Project.
- 3.2 To lead the contract negotiations of the Works with the Employer.
- 3.3 The Lead partner is authorized to receive instructions and incur liabilities for and on behalf of any or all Parties.
- 3.4 In case of an award, act as channel of communication between the Employer and the Parties to execute the Contract
- 3.5 Responsible for overall performance of the contract.

Article 4.0 SCOPE OF WORKS AND SERVICES OF EACH PARTY

The Scope of works to be performed by each Party shall be as herein below:

4.1 Scope of Works and Services:

The Scope of Work and services for each Party shall be defined as follows:

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

4.1.1 (**Name of Lead Partner**) shall be responsible for the following (Define the scope of works):-

-
-

4.1.2 (**Name of Other Partner**) shall be responsible for the following (Define the scope of works):-

-
-

4.2 Participation Share of each Partner

Lead Partner %
Other Partner %

4.3 Capital Contribution to be made by each Party for the Works

Lead Partner %
Other Partner %

4.4 Financial Commitment of each Party in terms of Contract Value

Lead Partner %
Other Partner %

4.5 Sharing of Profit and Loss by each Party

Lead Partner %
Other Partner %

The payments shall be made in the name of _____ (Name of Joint Venture/ Consortium as appearing in Article 1.2 above).

OR

The payments shall be made in the name of each Party proportionate to the financial commitment of each Party as defined under Article 4.4 above.

(Strike out whichever is not applicable)

Article 5.0 SECURITIES

Securities in the form of Bank Guarantees, required under the Bid document and/or Contract shall be provided in the name of individual partner of Joint Venture/Consortium in proportion of its participation share. In case of Indian JV partner or Indian contractor, the Bank Guarantee shall be acceptable only if these are issued by a Scheduled Commercial (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

banks or Regional Rural Banks), duly counter guaranteed by any ‘A’ class bank in Nepal.

Article 6.0 LIABILITY

6.1 LIABILITY OF THE PARTIES WITH RESPECT TO CLAIMS OF THE EMPLOYER

The Parties shall be jointly and severally liable to the Employer for the Performance of the work under the terms of the Contract.

6.2 In case there is dispute between the parties to the Joint Venture; the same shall not affect the work of the Employer.

Article 7.0 DURATION OF THE AGREEMENT

7.1 This Agreement is valid until end of Defect Notification Period of the Contract and full and final settlement of all accounts and disputes, if any, between the Parties and the Employer, except

- a) if the Employer has decided previously not to award the Contract to the Parties, or
- b) if one of the parties is declared bankrupt,

in which case the Parties are free from any obligation under this Agreement.

7.2 The Joint Venture Agreement shall not be terminated by the parties without the written consent of the Employer.

IN WITNESS WHEREOF, this agreement executed on the _____ day of _____ (month) 20____ by the duly authorized representatives of the parties hereto.

For and on behalf of M/s _____
(Lead Partner)

Name:

Seal:

For and on behalf of M/s _____
(Partner-1)

Name:

Seal:

NOTARY

* Joint Venture/Consortium Agreement (attested by Notary Public) and signed between the Partner(s) of JV/C as per above format shall be submitted alongwith the Bids of the Bidders.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

Attachment 10

Undertaking

(On Company Letter Head)

(In compliance of Ministry of Finance, Government of India Order no. F.No. 6/18/2019-PPD dated 23.07.2020 or as amended from time to time)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

I certify that (Name of Bidder / partner of JV/Consortium) is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that (Name of bidder) fulfills all requirements in this regard and is eligible to be considered.

Note: Evidence of valid registration by the Competent Authority shall be attached (if applicable)

Place

Date

(Seal & signature of the Bidder)

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

Attachment No. 11

FORM OF DECLARATION OF ELIGIBILITY

(On Company Letter Head)

UNDERTAKING

I / We, M/s(Name of Bidder / partner of JV/consortium / Sub-contractor) hereby certify that I / we have not been banned /de-listed/ black listed / debarred from business by GOI/GON or any of its department during last 03 (three) years on grounds mentioned in para 6 of Guidelines on banning of Business dealing enclosed as Annex-A of the Format of Integrity Pact and/or due to non-performance and/or by MOP/GOI/SJVN/SAPDC/SLPDC on any grounds.

(Seal & signature of the Bidder)

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

FINANCIAL FORMS

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

Form Fin 1

Percentage of payment proposed to be received in INR and NPR respectively as a percentage of Contract Price

(Refer clause 15 of ITB)

(TO BE UPLOADED ONLY WITH FINANCIAL BID)

{Insert Location, Date}

To:

(Name and Address of Employer) C/o (Address of Consultant)

Respected Sir:

I / We, M/s(Name of Bidder) hereby propose the following percentage to be applied on each item of BOQ for the purpose of receiving payments in INR and NPR as per clause 15 of ITB:

Percentage of payment to be received in NPR	
In figures	In words

We remain,

Yours sincerely,

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Seal of Firm: _____

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

Form Fin 2

**Sub price schedules for Hydro-mechanical works, which shall include break up of price considered in Main Price Schedules of HM works under sr. no. 15.2 above to be
Uploaded only with Financial Bid**

(Refer clause 15 of ITB)

UPLAODED SEPARATELY

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

Section 5 : General Conditions of Contract

The Conditions of Contract, shall be those stipulated in the “Conditions of Contract for Construction”, First Edition 1999, prepared by the *Federation Internationale des Ingenieurs – Conseils (FIDIC)*. These Conditions are subject to the variations and additions set out hereof entitled “Particular Conditions of the Contract”.

Copies of the FIDIC Conditions of Contract (Red Book, first edition 1999) can be obtained from:

FIDIC Secretariat,
P.O. Box 86,
1000 Lausanne 12,
Switzerland
Facsimile: 41 21 653 5432
Telephone: 41 21 653 5003

It can also be obtained from one of their authorized agents in India. The address of the agent located in New Delhi is as follows:

Consulting Engineers Association of India (CEAI)

OSF Plot no. 2, Pocket 9,
Sector-B, Vasant Kunj,
New Delhi - 110070
Tel: 011 26134644
Telefax: 011 26139658

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

Section 6: Particular Conditions of Contract

The following Particular Conditions shall supplement the General Conditions of Contract i.e. Section-5 of the bidding document. Whenever there is a conflict or inconsistency, the provisions given here-in below shall prevail over those in the General Conditions of Contract:

1. General Provisions		
1.1	Definitions	
1.1.1	The Contract	
1.1.4	Money and Payments	
1.1.5	Works and Goods	
1.1.6	Other Definitions	
1.3	Communications	
1.5	Priority of Documents	
1.7	Assignment	
1.8	Care and Supply of Documents	
1.9	Delayed Drawings or Instructions	
1.12	Confidential Details	
1.13	Compliance with Laws	
1.14	Joint and Several Liability	
1.15	Severability	
1.16	Change in Control	
3. The Engineer		
3.1	Engineer's Duties and Authority	
3.4	Replacement of Engineer	
3.5	Determinations	
4. The Contractor		
4.1	Contractor's General Obligations	
4.2	Performance Security	
4.3	Contractor's Representative	
4.4	Subcontractors	
4.9	Quality Assurance	
4.11	Sufficiency of Accepted Contract Amount	
4.12	Unforeseeable Physical Conditions	

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

4.14	Avoidance of Interference	
4.16	Transport of Goods	
4.17	Contractor's Equipment	
4.18	Protection of the Environment	
4.19	Electricity, Water and Gas	
4.20	Employer's Equipment and Free-Issue Material	
4.21	Progress Reports	
4.25	Land	
4.26	Explosive Magazine	
4.27	Site record keeping	
4.28	Milestones	
4.29	Contractor's Documents	
5. Nominated Subcontractor		
6. Staff and Labour		
6.1	Engagement of Staff and Labour	
6.3	Persons in Service of Others	
6.4	Labour Laws	
6.5	Working Hours	
6.7	Health and Safety	
6.9	Contractor's Personnel	
7. Plant, Material and Workmanship		
7.5	Rejection	
7.7	Ownership of Plants and Materials	
7.8	Royalties	
8. Commencement, Delays and Suspension		
8.1	Commencement of Works	
8.3	Programme	
8.4	Extension of Time for Completion	
8.7	Delay Damages	
10. Employer's Taking Over		
10.2	Taking Over of Parts of the Works	
11. Defects Liability		
11.7	Right of Access	
12. Measurement and Evaluation		

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

12.3	Evaluation	
12.4	Omissions	
13. Variations and Adjustments		
13.2	Value Engineering	
13.3	Variation Procedure	
13.5	Provisional Sums	
13.6	Daywork	
13.7	Adjustments for Changes in Legislation	
13.8	Adjustments for Changes in Cost	
14. Contract Price and Payment		
14.1	The Contract Price	
14.2	Advance Payment	
14.3	Application for Interim Payment Certificates	
14.5	Plant and Materials intended for the Works.	
14.6	Issue of Interim Payment Certificates	
14.7	Payment	
14.8	Delayed Payment	
14.9	Payment of Retention Money	
14.10	Statement at Completion	
14.14	Cessation of Employer's Liability	
14.16	Early Completion Incentive	
15. Termination by Employer		
15.2	Termination by Employer	
15.4	Payment after Termination	
16. Suspension and Termination by Contractor		
16.1	Contractor's Entitlement to Suspend Work	
16.2	Termination by Contractor	
16.4	Payment on Termination	
17. Risk and Responsibility		
17.1	Indemnities	
17.2	Contractor's Care of the Works	
17.3	Employer's Risks	
17.6	Limitation of Liability	
18. Insurance		

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

18.1	General Requirements of Insurance	
18.2	Insurance for Works and Contractor's Equipment	
19. Force Majeure		
19.4	Consequences of Force Majeure	
20. Claims, Disputes and Conciliation		
20.1	Contractor's Claims	
20.2	Appointment of the Independent Engineer	
20.3	Failure to Agree Independent Engineer	
20.4	Obtaining Independent Engineer's Decision	
20.6	Conciliation	
20.7	Failure to Comply with Independent Engineer's Decision	
20.8	Expiry of Independent Engineer's Appointment	
Appendix	General Conditions of Independent Engineer Agreement	
Annex	Procedural Rules	
Appendix To Tender		
Annexure -I	Procedure for determination of Cost related to extension of Time for Completion	
Annexure -II	Specified Durations for Interface Activities	
Annexure -III	Calculation of weightages for Price Adjustment Formula	
Annexure -IV	Standard Operating Procedure (SOP) for Independent Engineer	
Annexure -V	Standard Format for Disagreement Filing	

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

1 General Provisions	
1.1.1 The Contract	
1.1.1.1	Delete Sub-Clause 1.1.1.1 and substitute: “ Contract ” means the Contract Agreement, the Letter of Acceptance, the Letter of Tender, these Conditions, the Specifications, the Drawings, the Schedules, the JV agreement (if applicable), and further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.
1.1.1.5	At the end of Sub-Clause 1.1.1.5 insert: The words “Technical Specifications” are synonymous with “Specification”.
1.1.1.8	At the end of Sub-Clause 1.1.1.8 insert: The word “Tender” is synonymous with “Bid”.
1.1.1.9	At the end of Sub-Clause 1.1.1.9 insert: The words “Appendix to Tender” are synonymous with “Appendix to Bid”.
1.1.4 Money and Payments	
1.1.4.8.	At the end of Sub-Clause 1.1.4.8., insert: “NPR” or “Nepalese Rupee” means Nepalese Rupees, the lawful currency of Nepal. “Rs.” or “INR” or “Indian Rupee” means Indian Rupees, the lawful currency of India.
1.1.5 Works and Goods	
1.1.5.1	At the end of Sub-Clause 1.1.5.1, insert: The words “Construction Equipment” or “Equipment” are synonymous with “Contractor's Equipment”.
1.1.6 Other Definitions	
1.1.6.1	Delete Sub-Clause 1.1.6.1 and substitute: “ Contractor's Documents ” means the documents prepared by the Contractor as described in Sub-Clause 4.29 [<i>Contractor' Documents</i>], including calculations, digital files, computer programs and other software, drawings, manuals, models, specifications and other documents of a technical nature.
1.1.6.8	Delete Sub-Clause 1.1.6.8 and substitute:

	<p>“Unforeseeable” means not reasonably foreseeable physical ground conditions by an experienced contractor by the date of submission of the Tender. This shall not include conditions other than ground conditions. This shall not include man-made conditions.</p>
<p>New Clauses</p>	<p>At the end of Sub-Clause 1.1.6.9 insert:</p> <p>1.1.6.10 “Milestone” means an intermediate event or landmark identified in the Contract, which is critical for Completion of Works within Time for Completion. Milestone shall not be construed to mean Section of Works.</p> <p>1.1.6.11 “Independent External Monitor(s) (IEMs)” means the External Monitor(s) appointed by the Employer to oversee the implementation of Integrity Pact.</p> <p>1.1.6.12 “Integrity Pact” means the Pact signed between the Employer and Contractor committing the persons/officials of both the Parties, not to exercise any corrupt influence on any aspect of the Tender/Contract.</p> <p>1.1.6.13 “Subsidiary Company” shall have the meaning assigned to the said term in the Companies Act, 2013.</p> <p>1.1.6.14 “Compliance Verification System” means the compliance verification system to be prepared and implemented by the Contractor for the Works in accordance with Sub-Clause 4.9.2 [<i>Compliance Verification System</i>].</p> <p>1.1.6.15 “Cost Plus Profit” means Cost plus the applicable percentage for profit stated in the Appendix to Tender (if not stated, five per cent (5%)). Such percentage shall only be added to Cost, and Cost-Plus Profit shall only be added to the Contract Price, where the Contractor is entitled under a Sub-Clause of these Conditions to payment of Cost Plus Profit.</p> <p>1.1.6.16 “Employer-Supplied Materials” means the materials (if any) to be supplied by the Employer to the Contractor under Sub-Clause 4.20 [<i>Employer-Supplied Materials and Free Issue Material</i>].</p> <p>1.1.6.17 “Joint Venture” or “JV” means a joint venture, association, consortium, or other unincorporated grouping of two or more persons, whether in the form of a partnership or otherwise.</p> <p>1.1.6.18 “JV Agreement” means the agreement provided to the Employer as part of the Tender setting out the legal undertaking between the two or more persons constituting the Contractor as a JV. This shall be signed by all the persons who are members of the JV, shall be addressed to the Employer and shall include:</p> <p>(a) each such member’s undertaking to be jointly and severally liable to the Employer for the performance of the Contractor’s obligations under the Contract;</p> <p>(b) identification and authorization of the leader of the JV; and</p>

	<p>(c) identification of the separate scope or part of the Works (if any) to be carried out by each member of the JV.</p> <p>1.1.6.19 “QM System” means the Contractor’s quality management system (as may be updated and/or revised from time to time) in accordance with Sub-Clause 4.9.1 of these conditions [<i>Quality Management System</i>].</p>
<p>1.3 Communications</p>	<p>Delete Sub-Clause 1.3 and substitute:</p> <p>Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices and requests, these communications shall be:</p> <p>(a)</p> <p>(i) a paper -original signed by the Contractor’s Representative, the Engineer, or the authorized representative of the Employer (as the case may be); or</p> <p>(ii) an electronic original generated from any of the systems of electronic transmission stated in the Appendix to Tender (if not stated, system(s) acceptable to the Engineer), where the electronic original is transmitted by the electronic address uniquely assigned to each of such authorized representatives, or both, as stated in these Conditions; and</p> <p>(b) delivered by hand (against receipt), or sent by mail or courier (against receipt), or transmitted using any of the systems of electronic transmission under sub-paragraph (a)(ii) above; and</p> <p>(c) delivered, sent or transmitted to the address for the recipient’s communications as stated in the Appendix to Tender.</p> <p>However:</p> <p>(i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and</p> <p>(ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued.</p> <p>Where these Conditions state that a communication is to be delivered, given, issued, provided, sent, submitted or transmitted, it shall have effect when it is received (or deemed to have been received) at the recipient’s current address under sub-paragraph (c) above.</p> <p>An electronically transmitted communication is deemed to have been received on the day after transmission, provided no non-delivery notification was received by the sender.</p> <p>Approvals, certificates, consents, determinations and other types of communications referred to above, shall not be unreasonably withheld or delayed.</p> <p>When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other</p>

	Party or the Engineer, a copy shall be sent to the Engineer or the other Party, as the case may be.
1.5 Priority of Documents	<p>Delete the documents listed from (a) to (h) in Sub-Clause 1.5 and substitute:</p> <ul style="list-style-type: none"> (a) the Contract Agreement, (b) the Letter of Acceptance, (c) the Letter of Tender (alongwith all attachments), d) these Particular Conditions, (e) the General Conditions, (f) the Specifications, (g) the Tender Drawings, (h) the priced Bill of Quantities, (i) the Data Sheets, (j) the Information for Tenderers, (k) any other documents forming part of the Contract.
1.7 Assignment	<p>In paragraph (a) of Sub-Clause 1.7 delete the words “the whole or.”</p> <p>After paragraph (b), insert:</p> <p>The Contractor shall not demerge, merge, amalgamate or transfer, whether by way of slump sale or otherwise, its business such that the Contract is assigned to a person other than the Contractor, except with the prior written consent of the Employer.</p>
1.8 Care and Supply of Documents	<p>Delete Sub-Clause 1.8 and substitute:</p> <p>The Specification and Drawings shall be in the custody and care of the Employer. Unless otherwise stated in the Contract, two copies of the Contract and of each subsequent Drawing shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor.</p> <p>Each of the Contractor’s Documents shall be in the custody and care of the Contractor, unless and until submitted to the Engineer. The Contractor shall supply to the Engineer one paper original, one electronic copy (in the form as stated in the Specification or, if not stated, a form acceptable to the Engineer) and additional paper copies (if any) as stated in the Appendix to Tender of each of the Contractor’s Documents.</p> <p>The Contractor shall keep at all times, on the Site, a copy of:</p> <ul style="list-style-type: none"> (a) the Contract; (b) the records under Sub-Clause 6.10[<i>Record of Contractor’s Personnel and Equipment</i> and Sub-Clause 4.27 mentioned below of PCC [<i>Site record keeping</i>];

	<p>(c) the publications (if any) named in the Specification;</p> <p>(d) the Contractor’s Documents;</p> <p>(e) the Drawings; and</p> <p>(f) Variations, and other communications given under the Contract.</p> <p>The Employer’s Personnel shall have right of access to all these documents during all normal working hours, or as otherwise agreed with the Contractor.</p> <p>If a Party (or the Engineer) becomes aware of an error or defect (whether of a technical nature or otherwise) in a document which was prepared for use in the execution of the Works, the Party (or the Engineer) shall promptly give a notice of such error or defect to the other Party (or to the Parties).</p>
<p>1.9 Delayed Drawings or Instructions</p>	<p>At the end of first paragraph of Sub-Clause 1.9, insert:</p> <p>The reasonable period between notice and requirement of Drawing(s) shall not be less than 84 days.</p>
<p>1.12 Confidential Details</p>	<p>At the end of Sub-Clause 1.12, add the following paragraph:</p> <p>The Contractor shall not disclose details of drawings furnished to him and Works on which he is engaged without the prior approval of the Engineer in writing. No photograph of the Works or any part thereof or Equipment employed thereon shall be taken or permitted by the Contractor to be taken by any of his employees or any employees of his Subcontractors without the prior approval of the Engineer in writing and no such photographs shall be published or otherwise circulated without the approval of the Engineer in writing.</p>
<p>1.13 Compliance with Laws</p>	<p>After para (b), insert:</p> <p>(c) within the time(s) stated in the Specification the Contractor shall provide such assistance and all documentation, as described in the Specification or otherwise reasonably required by the Employer, so as to allow the Employer to obtain any permit, permission, licence or approval under sub-paragraph (a) above; and</p> <p>(d) the Contractor shall comply with all permits, permissions, licences and/or approvals obtained by the Employer under sub-paragraph (a) above.</p> <p>If the Employer incurs additional costs as a result of the Contractor’s failure to comply with:</p> <p>(i) sub-paragraph (c) above; or</p> <p>(ii) sub-paragraph (b) or (d) above, provided that the Employer shall have complied with Sub-Clause 2.2 [<i>Permit, Licenses or Approvals</i>], the Employer shall be entitled to payment of these costs by the Contractor.</p>
<p>1.14 Joint and Several</p>	<p>Delete Sub-Clause 1.14 and substitute:</p>

Liability	<p>If the Contractor is a Joint Venture(JV):</p> <p>(a) the members of the JV shall be jointly and severally liable to the Employer for the performance of the Contractor’s obligations under the Contract;</p> <p>(b) the JV leader shall have authority to bind the Contractor and each member of the JV; and</p> <p>(c) neither the members nor (if known) the scope and parts of the Works to be carried out by each member nor the legal status of the JV shall be altered without the prior consent of the Employer (but such consent shall not relieve the altered JV from any liability under subparagraph (a) above).</p>
After Sub-Clause 1.14, insert new Sub-Clauses as below:	
1.15 Severability	<p>If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable by Law, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.</p>
1.16 Change in Control	<p>If the Contractor has been awarded the Letter of Acceptance as a subsidiary of another company based on the technical and financial strength of the parent or holding company, then such parent or holding company shall during the term of the Contract maintain control, including by way of holding majority shareholding and board control in the Contractor.</p>
3 The Engineer	
3.1 Engineers Duties and Authority	<p>Add the word “one of its employees as” after the word “appoint” in the 1st line of 1st para.</p> <p>At the end of Sub-Clause 3.1, Add the following paragraphs:</p> <p>All references to the Engineer acting impartially referred to elsewhere in this Contract is replaced with “The Engineer shall act in accordance with the Contract”. Any consultation that the Engineer holds with the Employer in pursuant to the Contract shall be entirely an internal matter between the Engineer and the Employer. The recommendations and determinations by the Engineer are subject to review and finalization by the Employer. The same shall not be subject matter of reference either by the Contractor or any dispute resolution forum including Arbitration/Conciliation.</p> <p>The Employer shall nominate one of its employees as Engineer. The requirement, in the various Sub-Clauses of GCC and these Conditions of Contract, to consult and/ or to notify the Employer of all the instructions, actions and correspondence of the Engineer with the Contractor is dispensed with. The Engineer shall, subject to internal Delegation of Power, obtain the specific approval of the Employer before taking action under the-following Sub-Clauses of GCC and these Conditions:</p> <p>(a) consenting to the subletting of any part of the Works under</p>

	<p>Sub-Clause 4.4;</p> <p>(b) Determining an extension of Time for Completion under Sub-Clause 8.4;</p> <p>(c) Sub-Clause 4.12: Agreeing or determining an extension of Time for Completion and/or additional cost;</p> <p>(d) Sub-Clause 12.3: Evaluation;</p> <p>(e) Sub-Clause 13.1: Instructing a Variation, except in an emergency situation as determined by the Engineer;</p> <p>(f) Sub-Clause 13.3: Approving a proposal for Variation submitted by the Contractor in accordance with Sub Clause 13.1 or 13.2;</p> <p>(g) Sub-Clause 13.4: Specifying the amount payable in each of the applicable currencies; and</p> <p>(h) Sub-Clause 20: Payment of any amount under clause 20.</p> <p>Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly.</p>
<p>3.4 Replacement of the Engineer</p>	<p>Delete Sub-Clause 3.4</p>
<p>3.5 Determinations</p>	<p>Delete last Paragraph of Sub-Clause 3.5 and substitute:</p> <p>The Employer shall give notice to the Contractor of each agreement or determination, with supporting particulars. Each Party shall give effect to each agreement or determination, unless the Contractor gives notice, to the Employer, of his dissatisfaction with a determination within 7 days of receiving it. Either Party may then refer the disagreement to the Independent Engineer (IE) within 7 days in accordance with Sub-Clause 20.4 [Obtaining Independent Engineer’s Decision].</p> <p>Determination of Cost relating to extension of Time for Completion referred in clause 1.9, 2.1, 4.7, 4.12, 4.24, 7.4, 8.9, 10.3, 11.8, 16.1 & 19 for the purpose of determination referred to these conditions shall be determined as per mechanism provided for in Annexure-1. The determinations under this Sub-Clause shall, however, be subject to provisions of Sub-Clause 3.1.</p>

	<p>The cost claims related to extension of Time for Completion (if admissible) shall be limited to the losses suffered / cost incurred during the hindrances of contemporary period. No claim shall be payable related to consequent effects / cost in extended stay period.</p>										
<p>4 The Contractor</p>											
<p>4.1 Contractor's General Obligations</p>	<p>At the end of second paragraph of Sub-Clause 4.1, insert:</p> <p>The Contractor shall ensure payments to the sub-contractor/labour/ Piece Rate Work (PRW) as per the terms & conditions of the respective agreements etc. In case of failure of Contractor to make payments to the Subcontractor within time, which results in delay in execution of Works, the Employer shall be at liberty to make the due payments directly to subcontractor and adjust the same from the Contractor alongwith administrative charges @ 20%.</p> <p>The Contractor shall make his own arrangements for the supply of all Materials, save those materials to be issued by the Employer as specified elsewhere, Plant and consumables necessary for the execution of the Works.</p> <p>Contractor shall ensure availability of adequate quantity of Materials at Site. He shall keep sufficient stock of cement, steel, explosive and POL (Petroleum, Oil and Lubricants) at Site at any point of time, so that any disruption or delay in availability of these materials shall not affect the progress of Works at Site. Unless otherwise instructed by Engineer, the minimum quantity of such material in stock at Site shall not be less than the quantities as indicated below:</p> <table border="1" data-bbox="488 1211 1380 1485"> <thead> <tr> <th>Material</th> <th>Minimum Quantity at site at any point of time</th> </tr> </thead> <tbody> <tr> <td>Cement</td> <td>Requirement of next one month</td> </tr> <tr> <td>Steel</td> <td>Requirement of next two months</td> </tr> <tr> <td>Explosives</td> <td>Requirement of next one month</td> </tr> <tr> <td>POL</td> <td>Requirement of next one month</td> </tr> </tbody> </table> <p>At the end of fourth paragraph of Sub-Clause 4.1, insert:</p> <p>If the Contractor wants to deviate from the stipulated methodology, Contractor should immediately submit an undertaking before proceeding with revised methodology that he has changed the methodology for his ease in execution of work without compromising the desired output and he would not raise any claim against it.</p>	Material	Minimum Quantity at site at any point of time	Cement	Requirement of next one month	Steel	Requirement of next two months	Explosives	Requirement of next one month	POL	Requirement of next one month
Material	Minimum Quantity at site at any point of time										
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Explosives	Requirement of next one month										
POL	Requirement of next one month										
<p>4.2 Performance Security</p>	<p>Delete Sub-Clause 4.2 and substitute:</p> <p>The Contractor shall deliver Performance Security to the Employer within 28 days of issue of Letter of Acceptance. The Performance Security shall be in the form of a bank guarantee, as stipulated by the Employer in the Appendix to Tender. The Performance Security shall be denominated in the types and proportions of currencies in which the Accepted Contract Amount is payable.</p>										

	<p>The Performance Security of a joint venture shall be in the name of individual partner of Joint Venture in proportion of its participation share.</p> <p>The Contractor within 28 days of issue of Letter of Acceptance shall provide an additional security for Subcontractor's performance from his Subcontractor amounting to 5 % of value of Work sublet in addition to the Performance Bank Guarantee submitted by the Contractor. In that case, amount of work sub-let shall be reduced from Accepted Contract Amount for purpose of calculation of amount of Performance Bank Guarantee to be submitted by Contractor.</p> <p>Bank Guarantee in NPR should be executed on letter head of the "A" class commercial Bank. The Bank Guarantees in INR shall be acceptable only if these are issued by a Scheduled Commercial (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks), duly counter guaranteed by any A class bank in Nepal.</p> <p>In case of delay in submission of Performance Security, interest shall be chargeable on per day basis on the amount of Performance security at the rate of one-year SBI MCLR as on date of bid submission + 200 basis points.</p> <p>Without limitation to the provisions of the preceding paragraph, whenever the Engineer determines an addition to the Contract Price as a result of a change in cost and/or legislation or as a result of a variation amounting to more than 25 percent of the portion of the Accepted Contract Amount payable in a specific currency, the Contractor, at the Engineer's written request, shall promptly increase the value of the Performance Security in that currency by an equal percentage. In case of Joint Venture, the value of performance bank guarantee shall be got enhanced by individual partners of JV in the proportion of their participation share.</p> <p>The performance bank guarantee provided by the Contractor as well as the Subcontractor (if applicable) shall be valid upto 60 (Sixty) days beyond Defect Notification Period.</p> <p>All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract or any other contract or on any other account whatsoever may be deducted from Performance Security. Also, in the event of the Contractor's Performance Security being reduced by reasons of such deductions, as aforesaid, the Contractor shall, at his own cost, make good the deficit in Performance Security within 14 days of receipt of notice of demand from the Engineer.</p> <p>Subject to Sub-Clause 3.5 and Annexure-1, the Contractor shall at his cost extend/renew the bank guarantees submitted under the Contract whenever these are required to be extended/renewed. The Contractor shall furnish these to the Engineer one month before the expiry date</p>
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	of the aforesaid bank guarantees originally furnished, failing which the existing bank guarantees shall be invoked by the Engineer.
4.3 Contractor's Representative	<p>At the end of Sub-Clause 4.3, insert:</p> <p>If Contractor's Representative is not, in the opinion of the Engineer, fluent in English, the Contractor shall always have available on site a competent interpreter to ensure the proper transmission of instructions and information.</p> <p>Further, the Contractor shall depute at site the key personnel proposed in the bid and further as agreed under detailed programme. Even after agreeing to the structure of project implementation team including names of key personnel, the Engineer due to nature and exigency of work can direct the Contractor to depute such additional staff as in view of Engineer is necessary and having qualification and experience as approved by the Engineer. The removal of such staff from the site shall only be with the prior written approval of Engineer. The Contractor shall not be paid anything extra whatsoever on account of deployment of additional staff and decision of the Engineer shall be final and binding on the Contractor.</p> <p>The Contractor and all its personnel shall be responsible for the timely and prompt filing of all returns, documents, estimates, accounts, information and details complete and accurate in all respects as may be required under the applicable Laws/regulations to the appropriate authorities. In case the Contractor or any of its personnel do not comply with the above requirements, which results in any penalty, interest or other liability, the same shall be borne by and be the liability of the Contractor.</p>
4.4 Subcontractors	<p>Delete Sub-paragraph (a) and (b) and substitute:</p> <p>(a) The Contractor shall not be required to obtain consent to suppliers of Materials, or to a subcontract for which the Subcontractor is named in the Contract. Change of already approved Subcontractor shall be allowed with prior consent of the Employer in the following circumstances;</p> <p>(i) dispute between Contractor and Subcontractor;</p> <p>(ii) insolvency of Subcontractor's company.</p> <p>In above circumstances, proposed new Subcontractor shall fulfill, the original Qualifying criterion for that part of work based on which approved Subcontractor was qualified. The new Subcontractor shall also fulfill other conditions regarding Sub-contract mentioned elsewhere in the Contract including Joint Deed of Undertaking submitted as part of the Bid.</p> <p>(b) Prior consent of the Engineer shall be obtained to other proposed Subcontractors for part of Works provided that, the Subcontractor should have executed a similar work of at least 50% of the value of proposed Sub-let work.</p> <p>Notwithstanding the provisions contained in above, the consent</p>

	<p>of the Employer shall not be required in respect of the, Sub-contracting or Sub-letting:</p> <ul style="list-style-type: none"> (i) Provision of labour/ Piece Rate Work (PRW), (ii) For Construction Equipment and Temporary Works, (iii) For clearance and / or transportation, (iv) Road Work, (v) Architectural work. <p>At the end of Sub-Clause 4.4, insert:</p> <p>In no case the amount of sub-contracting under the Contract (except sr. no. (i) to (v) above) shall be more than 49% of Contract Price at a given time.</p>
<p>4.9 Quality Assurance</p>	<p>Delete Sub-Clause 4.9 (Quality Assurance) and substitute:</p> <p>Quality Management and Compliance Verification Systems</p> <p>4.9.1 Quality Management System</p> <p>The Contractor shall prepare and implement a QM System to demonstrate compliance with the requirements of the Contract. The QM System shall be specifically prepared for the Works and submitted to the Engineer within 28 days of the Commencement Date. Thereafter, whenever the QM System is updated or revised, a copy shall promptly be submitted to the Engineer.</p> <p>The QM System shall be in accordance with the details stated in the Specification (if any) and shall include the Contractor’s procedures:</p> <ul style="list-style-type: none"> (a) to ensure that all notices and other communications under Sub-Clause 1.3 [Communications], Contractor’s Documents, as - built records (if applicable), operation and maintenance manuals (if applicable), and contemporary records can be traced, with full certainty, to the Works, Goods, work, workmanship or test to which they relate; (b) to ensure proper coordination and management of interfaces between the stages of execution of the Works, and between Subcontractors; and (c) for the submission of Contractor’s Documents to the Engineer for review. <p>The Engineer may review the QM System and may give a notice to the Contractor stating the extent to which it does not comply with the Contract. Within 14 days after receiving this notice, the Contractor shall revise the QM System to rectify such non-compliance. The Engineer may, at any time, give a notice to the Contractor stating the extent to which the Contractor is failing to correctly implement the QM System to the Contractor’s activities under the Contract. After receiving this notice, the Contractor shall immediately remedy such failure.</p>

	<p>The Contractor shall carry out internal audits of the QM System regularly, and at least once every 6 months through an agency empanelled with the Employer.</p> <p>The Contractor shall submit to the Engineer a report listing the results of each internal audit within 7 days of completion.</p> <p>Each report shall include, where appropriate, the proposed measures to improve and/or rectify the QM System and/or its implementation.</p> <p>If the Contractor is required by the Contractor’s quality assurance certification to be subject to external audit, the Contractor shall immediately give a notice to the Engineer describing any failing(s) identified in any external audit. If the Contractor is a JV, this obligation shall apply to each member of the JV.</p> <p>4.9.2 Compliance Verification System</p> <p>The Contractor shall prepare and implement a Compliance Verification System to demonstrate that the design (if any), Materials, Employer-Supplied Materials (if any), Plant, work and workmanship comply in all respects with the Contract.</p> <p>The Compliance Verification System shall be in accordance with the details stated in the Specification (if any) and shall include a method for reporting the results of all inspections and tests carried out by the Contractor. If any inspection or test identifies a noncompliance with the Contract, Sub-Clause 7.5 [Rejection] shall apply.</p> <p>The Contractor shall prepare and submit to the Engineer a complete set of compliance verification documentation for the Works or Section (as the case may be), fully compiled and collated in the manner described in the Specification or, if not so described, in a manner acceptable to the Engineer.</p> <p>4.9.3 General provision</p> <p>Compliance with the QM System and/or Compliance Verification System shall not relieve the Contractor from any duty, obligation or responsibility under or in connection with the Contract.</p>
<p>4.10 Site Data</p>	<p>At the end of Sub-Clause, insert point (f) to (g):</p> <p>(f) Site conditions including access to the Site, existing and required roads and other means of transport/communication for the use by them in connection with the Works;</p> <p>(g) requirement and availability of land and other facilities for their enabling works, batching plant, crushing plant, colonies, stores and workshops etc, such land shall be arranged by the Contractor at his own cost.</p>
<p>4.11 Sufficiency of Accepted Contract Amount</p>	<p>At the end of Sub-Clause 4.11, insert:</p> <p>Items of the works described in the Bill of Quantities for which no rate or price has been entered in the Contract shall be considered (upto the quantities provided in BOQ) as included in other rates and</p>

	<p>prices in the Contract and will not be paid for separately by the Employer.</p> <p>However, if the executed quantities for such items exceeds BOQ quantity, the rate for the quantities beyond BOQ shall be paid at the rates worked out as per Sub-Clause 12.3(Evaluation) notwithstanding conditions a(ii) & a(iii) of Sub-Clause 12.3.</p> <p>In case where the item is mentioned in the BOQ against which no rate or price is entered by the Bidder, the same shall however be required to be executed by the Contractor (irrespective of payment).</p>
<p>4.12 Unforeseeable Physical Conditions</p>	<p>In the first paragraph of Sub-Clause 4.12 delete the words “and man-made”.</p> <p>At the end of the second paragraph, insert: “but in no event later than 28 days from the date the adverse physical condition is encountered.”</p>
<p>4.14 Avoidance of Interference</p>	<p>In sub paragraph (b) of Sub-Clause 4.14 insert the words “railway and any other right of way” after the words “roads and footpaths”.</p> <p>After sub-paragraph (b) insert a new sub-paragraph (c) :</p> <p style="padding-left: 40px;">(c) All lights provided by the Contractor shall be screened so as not to interfere with any signal light on the railways or with any traffic or signal lights of any local or other authority.</p> <p>At the end of Sub – Clause 4.14, insert:</p> <p>Should the Contractor for the purpose of the Contract desire to provide temporary mooring for his craft and floating Goods, he will be allowed to do so in positions and a manner approved by the Engineer at Contractor’s cost. The Contractor shall not lay such moorings so as to interfere with traffic in the waterways and such moorings shall be removed if and when required by the Engineer.</p> <p>If any Goods sink from any cause whatsoever, it shall immediately be reported by the Contractor to the competent authorities and the Engineer’s Representative, and Contractor shall forthwith, at his cost raise and remove any such Goods or otherwise deal with the same as the Engineer may direct.</p> <p>The fact that such sunken Goods are insured or have been declared a total loss or do not represent any further value shall not absolve the Contractor from his obligations under this Clause to raise and remove the same.</p> <p>Until such sunken Goods have been raised and removed, the Contractor shall set such buoys and display at night such lights and do all such things for the safety as may be required by the competent authorities or by the Engineer’s Representative.</p> <p>In the event of the Contractor not carrying out the obligations imposed on him by this Sub-Clause, the Employer may cause to set buoy and display light on or near such Goods at night and raise and</p>

	<p>remove the same without prejudice to the right of the Employer to hold the Contractor liable and all expenses and consequences thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from him as a debt by the Employer or may be deducted by the Employer from any moneys due or which may become due to the Contractor.</p>
<p>4.16 Transport of Goods</p>	<p>At the end of Sub-Clause 4.16, insert:</p> <p>If it is found necessary for the Contractor to move one or more loads of Goods over roads, highways, bridges on which such oversized and overweight items are not normally allowed to be moved, the Contractor shall obtain prior permission from the concerned authorities. Payments for complying with the requirements, if any, for protection of or strengthening of the roads, highways or bridges shall be made by the Contractor and such expenses shall be deemed to be included in the Contract Price.</p> <p>Further, the Contractor shall comply with applicable laws in this regard. The Contractor shall use only registered common carriers for transport of goods.</p>
<p>4.17 Contractor's Equipment</p>	<p>At the end of the Sub-Clause 4.17, insert:</p> <p>If in the opinion of Engineer, the Equipment deployed by the Contractor are old/inapt for carrying out the Works and the Works are likely to be delayed due to deployment of such Equipment, the Engineer can ask the Contractor to replace such Equipment. Also, based on the nature and exigency of work, Engineer can direct the Contractor to depute such additional Equipment as is deemed necessary for timely completion of Works without anything extra whatsoever on account of replacement of old Equipment and/or deployment of additional Equipment.</p> <p>The Contractor shall ensure that:</p> <ol style="list-style-type: none"> a) all the Key Equipment as indicated in the Appendix to Tender to be used for any part of the Works by the Contractor are brand-new; b) of all the equipment, other than key equipment used by the Contractor for any part of the Works, 50% of the equipment shall be brand new; and c) any equipment other than new equipment being used by the Contractor for the Works shall have at least 50% of the residual life remaining when they are brought for deployment for the Works. <p>If the Contractor fails to deploy the Key Equipment required under this Sub-Clause, the Engineer shall have the right to adjust the Contract Price at a suitable rate (to be decided by the Engineer), subject to a maximum of Two per cent (2%) of the Accepted Contract Amount. Such reduction of the Contract Price shall be final and shall not be a subject matter of dispute.</p>

	To evaluate the deficiency in deployment of Key Equipment reference shall be made to the deployment schedule submitted as part of the Bid.
<p>4.18</p> <p>Protection of the Environment</p>	<p>At the end of Sub-Clause 4.18, add:</p> <p>The Contractor shall be required to ensure that there shall be no felling of trees by him or his labourers or their family members and he will be solely responsible for their acts in this regard. The Contractor shall try to maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape in the vicinity of work areas. The Contractor shall so conduct his construction operations as to prevent an unnecessary destruction of, scarring or defacing the natural surroundings in the vicinity of the work area. In order to maintain the ecological balance, the Contractor shall specifically observe the following instructions:</p> <p>a) Where unnecessary destruction, scarring, damage or defacing may occur as a result of the Contractor's operation, the same shall be repaired, replanted or otherwise corrected at the Contractor's expense. The Contractor will prevent scattering of rocks and other debris outside the work areas. All work areas shall be smoothed and graded in a manner to conform to the natural appearance of the landscape as directed by the Engineer.</p> <p>b) All trees and shrubs which are not specifically required to be cleared or removed for construction purposes shall be preserved and protected from any damage that may be caused by the Contractor's construction operation and Equipment. The removal of trees or shrubs will be permitted only after prior approval by the Engineer. Special care shall be exercised where trees or shrubs are exposed to injuries by Construction Equipment, blasting, excavating, dumping, chemical damage or other operation and the Contractor shall adequately protect such trees by use of protective barriers or other methods approved by the Engineer. Trees shall not be used for anchorage.</p> <p>c) The Contractor's construction activities shall be performed by methods that will prevent entrance or accidental spillage of solid matter contaminants, debris and other objectionable pollutants and wastage into the river. Pollutants and wastes shall be disposed of in a manner and at sites approved by the Engineer. The Contractor shall fully comply with Environment Rules and Regulations as applicable in Nepal.</p> <p>d) In the conduct of construction activities and operation of Construction Equipment, the Contractor shall utilize such practicable methods and devices as are reasonably available to control, prevent and otherwise minimize air pollution. The Contractor shall fully comply with Environment Protection Act, 2053 (1997 A.D.), Nepal.</p> <p>e) Burning of materials resulting from clearing of tree, bush,</p>

	<p>combustible construction materials and rubbish may be permitted only when atmospheric conditions for burning are considered favorable.</p> <p>f) Contractor (including its Subcontractor) shall provide alternative fuel arrangement i.e. cooking gas/ kerosene oil, electricity free of cost to all its canteen /mess, labourers and staff working in the Project during the whole period of construction activity to avoid felling of trees for use as firewood. In case alternative fuels supply i.e. kerosene, gas, electricity is not available in the project area, the Contractor shall approach the Forest Department, GoN to open fuel depot in the project area for meeting the demand of fuel wood.</p> <p>g) No wood shall be used for scaffolding, shuttering or centering in the construction of Works.</p> <p>h) Wood, if required, shall have to be purchased from the Forest Department, GoN.</p> <p>i) The Contractor shall be required to prevent flowing of debris and muck in to the river. Necessary retaining structures like walls/crates etc shall be constructed for the purpose. The Contractor shall also stabilize the muck fully i.e. consolidation and compaction of the muck shall be carried out in the muck dump sites including the restoration of muck dumping sites (as per final EIA/EMP report of the Project) before handing it over to the Employer at the end of construction period.</p> <p>j) Medical facilities as well the recreational facilities shall also be provided to the labourers.</p> <p>k) All labourers to be engaged for the construction work shall be thoroughly examined by health personnel and adequately treated before they are deployed in the work.</p> <p>l) Contractor shall employ maximum number of local people in not only un-skilled category but also in semi-skilled and skilled categories by imparting skills through training to selected locals. Detailed plan regarding this should be submitted by the Contractor within two months from the Commencement Date.</p> <p>m) All the Construction Equipment which are likely to generate high noise levels are to be fully equipped (with noise reduction measures) to meet the ambient noise control standards.</p> <p>n) The Employer shall facilitate/assist Contractors in obtaining necessary permits from District Authorities. The Contractor shall not allow any of its employee / labourers employed by it to settle in that area even temporarily.</p> <p>If any provision(s) is not complied with, within a reasonable time even after issue of a notice in this respect, the necessary operations would be carried out by the Engineer at the cost of the Contractor.</p> <p>Separate payment shall not be admissible to the Contractor for</p>
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	<p>complying with the provisions of this clause except the protection works as specially provided for in BOQ. All other costs shall be deemed to have been included in the items mentioned in the Bill of Quantities.</p> <p>In case where the item is mentioned in the BOQ against which no rate or price is entered by the Bidder, the same shall however be required to be executed by the Contractor (irrespective of payment).</p> <p>The Contractor shall indemnify and hold the Employer harmless against and from all claims, damages, losses and expenses (including legal fees and expenses) resulting from the consequences of any failure by the Contractor to comply with the provisions of this Sub-Clause.</p>
<p>4.19 Electricity, Water and Gas</p>	<p>At the end of Sub-Clause 4.19, insert:</p> <p>The Contractor shall make arrangements for the full anticipated requirement of construction power.</p> <p>Electricity in Nepal is supplied through Nepal Electricity Authority (NEA). Presently there exists NEA's 33KV network in the project vicinity near Arun-3 Power house, Pukhwa. The power connection shall be obtained by the Contractor directly from NEA and all the applicable charges on account of getting power connection and consumption/metering charges, demand charges, cost of step down arrangements to desired voltage level, distribution arrangements etc. payable to NEA (or otherwise) shall be borne by the Contractor. Employer will provide assistance to the Contractor to obtain construction power from NEA to meet part or full requirement of power. The Contractor shall be responsible for making all payments directly to the relevant authorities.</p> <p>In the event of non-availability of part or full Construction Power, Power Failure, Voltage Fluctuations, Shutdown & Interruptions in the supply of Power supplied by NEA directly and any other reason whatsoever, the Contractor shall make own arrangements for standby power by deploying and running DG sets for part/full requirement of the power necessary for the execution of works round the clock at his own cost. Permissions from State authorities, if required, for installing DG Sets shall also be arranged by the Contractor at his own cost for which Employer will provide necessary assistance. However, for each unit of electricity consumed in construction of works by operating DG sets, due to non-availability of grid power for reasons not attributable to Contractor, Employer shall pay INR 7.64 / kwh excluding VAT towards the additional financial implications for DG power. The payment on this account shall be made only, for the DG power used for construction works including illumination of work sites. The rate of INR 7.64 shall be considered firm during the currency of the Contract. No payment shall be made to the Contractor for the DG power used for his own utilities like colony and offices etc. Beyond the above, Contractor to note that no claim whatsoever and no time extension shall be entertained under any circumstances</p>

	<p>on account of non-availability of part or full construction power from NEA as well as providing of standby power.</p> <p>Further, Employer shall not entertain any claim whatsoever for any damage or loss that may be caused to his Construction Plant, equipment and works as result of any shut down, breakdown or voltage fluctuation in the power supply.</p> <p>The reimbursement towards additional financial implication for DG Power shall be made as per actual consumption to be measured through the Energy meter of DG set. The meter has to be duly calibrated and authenticated by the authorized Meter and testing laboratory. The installation of DG set is also required to be got inspected from the relevant office and the applicable energy duty on electricity generated through DG set has to be paid directly to the NEA by the Contractor under intimation to the Employer.</p>
<p>4.20 Employer’s Equipment and Free-Issue Material</p>	<p>At the end of Sub-Clause 4.20, insert:</p> <p>If the Contractor incurs Cost as a result of change in the designated place of issue of Employer-supplied material and/or equipment, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor’s Claims] to payment of any such Cost, which shall be included in the Contract Price.</p>
<p>4.21 Progress Reports.</p>	<p>In sub-paragraph 4.21 (a), the words “and including these ... Nominated Subcontractors]” are deleted.</p> <p>At the end of Sub-Clause 4.21, insert the following paragraph:</p> <p>(i) List of all insurance claims lodged with the insurance companies showing details viz nature and amount of claim lodged, status of settlement, reasons for delay in settlement of claim(s) (if any), amount settled and paid by insurance company, amount of settled claim paid or to be paid to the Employer (where Employer has interest in the claim) etc.</p> <p>(j) The Contractor/Engineer is required to maintain Hindrance Register(s) (Section-7 : Contract Forms) for reporting hindrances if any, while executing the work in respect of design, engineering, procurement, supply, and site work related issues. The Contractor/Engineer shall record hindrances in the Hindrance Register(s) and Contractor shall bring each hindrance to the notice of Engineer not later than 7 days of the happening of the hindrance failing which the same shall not be considered or taken into account for any purpose whatsoever. The Contractor shall submit in the monthly progress report upto date hindrance record in the format as mentioned in the hindrance register.</p> <p>(k) In case of any hindrance, if the Contractor’s resources are idle, the Contractor shall get the same verified from the Engineer on regular basis. Up to date duly verified idling of man power and Equipment shall be submitted by the Contractor in the format included in Section-7 or as approved by the Engineer. The Contractor shall submit the above details along with reasons for</p>

	<p>such idling. If due to any reason the details could not be got verified, the Contractor shall submit the same to the Engineer and shall provide all assistance to the Engineer for verification of the same.</p> <p>(l) Date wise receipt of the major construction materials such as steel, cement, explosives stock position and consumption during the month.</p> <p>(m) List of all the claims submitted by the Contractor.</p> <p>(n) List of the Construction Equipment brought at Site during the period with purchase invoices.</p> <p>(o) The Contractor shall submit annual report regarding the status of works undertaken in pursuance to the contract. In addition to other annual reports namely gist of progress during the year; photograph showing status of works at the end of the accounting year; details of the Contractor’s Personnel and Equipment; details of claims preferred; safety statistics including hazardous accidents; main environment aspects; the Contractor shall also submit report on annual accounts of the works undertaken by the Contractor under the Contract as a separate accounting unit. The annual accounts shall be compiled in accordance with applicable accounting standards and in the form stipulated in Schedule III of Companies Act 2013, as well as audited by their statutory auditors/independent Chartered Accountant. The Contractor shall submit the audited annual accounts within 60 days from the end of accounting year.</p> <p>(p) Requirement of drawings for next 6 months, structure wise deployment status of Equipment/ manpower etc.</p> <p>(q) Video recording of progress/key events and submission of periodical records to Employer.</p> <p>(r) The Contractor shall enter actual progress and resources of each activity in Primavera Software on daily basis and submit system generated monthly progress report depicting scheduled vis-à-vis actual progress.</p>
	<p>After Sub-Clause 4.24 insert new Sub-Clauses:</p>
<p>4.25 Land</p>	<p>Land for Infrastructure, Contractor’s enabling works and installation facilities etc. shall be arranged by the Contractor himself at his own cost. The Employer shall arrange land for Permanent Works, dumping area and quarries, free of cost to the Contractor on “as is where is” basis.</p> <p>If spareable, the Contractor shall be allowed to use such land, for his installation facilities viz. batching plant and crushing plant etc. at a onetime nominal license fee of Rs.1000 (Rupees one thousand) for the duration upto the period the land is spareable for use by the Contractor for his infrastructural facilities, as above. On the</p>

	<p>completion of the works, the Contractor shall hand over the land handed over to him by Employer in good condition and free of encumbrances.</p> <p>The use or occupation of the land by the Contractor shall not confer on him any right of tenancy or possession thereof. The Contractor shall immediately vacate the land upon one month notice of the Engineer. However, apart from land available with the Employer, if required, the Contractor shall have to arrange additional land for his own purpose at his own cost.</p>
<p>4.26 Explosive Magazine</p>	<p>The Contractor shall arrange explosives and their license(s) for all requirements of explosives required for the completion of Works at his own cost. The Contractor shall also construct explosive magazine at his own cost as per design approved by Nepal Army/ Employer.</p> <p>The Contractor shall procure explosives either from Nepal Army or import the same from India. The Contractor shall comply with all relevant laws, ordinances, instructions, regulations issued by Government from time to time regarding the purchase, import, handling, transportation, storage, safety, security, use and management etc. of explosives.</p> <p>Further, as per norms of GoN, the security arrangements for explosives during transportation within Nepal, storage and use etc. shall be provided by Nepal Army. Cost of deployment of Army personnel and all its related costs including to and fro movement/ rotation, cost of stay at site and cost of transportation, storage & use of explosives and other miscellaneous expenses related to explosive and army management etc. shall be borne by the Contractor. The Contractor shall submit written request to Employer alongwith details of quantity of explosives, means, date and place of transportation for processing with concerned authorities.</p> <p>The Contractor shall also construct residential accommodation /barrack for army security personnel at their own cost as per design / drawing by Nepal Army/Employer. The Contractor shall also be responsible for housekeeping of the residential accommodation/barracks and shall make necessary arrangements for boarding, lodging and transportation of army personnel at his own cost.</p> <p>No cost whatsoever shall be borne by Employer related to Explosives and their management. However, in case, Contractor fails to make necessary arrangements towards housekeeping and boarding, lodging and transportation etc. of security personnel, Employer shall make the same and recover the cost thereof alongwith administrative charges @20% and interest from the Contractor, at rate as stipulated for interest rate on advance in Appendix to Tender for clause 14.2 of GCC/PCC.</p>
<p>4.27 Site record</p>	<p>The Contractor shall maintain the records and registers at the Site as specified in the Contract, including a hindrance register, workforce</p>

<p>keeping</p>	<p>and equipment deployment register. Such registers may also be maintained in electronic form, including on –real time basis if so specified and in such form as may be prescribed by the Employer from time-to-time basis.</p> <p>Without admitting the Employer’s liability, the Engineer may monitor the Contractor’s records and registers and/or instruct the Contractor to keep additional contemporary records. The Contractor shall permit the Engineer to inspect all these records and registers during normal working hours (or at other times agreed by the Contractor), and shall if instructed submit copies to the Engineer. Such monitoring, inspection or instruction (if any) by the Engineer shall not imply acceptance of the accuracy or completeness of the Contractor’s records and registers.</p>
<p>4.28 Milestones</p>	<p>The Contractor shall complete the works of each Milestones including (all the works as stated in the Specifications as being required for the Milestones to be considered complete) within the time for completion of the Milestone, as stated in the Appendix to Tender, calculated from the Commencement Date. The Contractor shall include in the initial programme and each revised programme under sub-clause 8.3[Programme], the time for completion of each Milestone.</p> <p>Sub-Clause 8.4 [Extension of Time for Completion] shall apply to each Milestone, such that Time for Completion under sub-clause 8.4 shall be read as Time for Completion of Milestone under this sub-clause.</p> <p>The Contractor may apply, by notice to the Engineer, for a Milestone Certificate not earlier than 14 days before the works of a Milestone will, in the Contractor’s opinion, be complete. The Engineer shall, within 28 days after receiving the Contractor’s notice:</p> <ul style="list-style-type: none"> (a) issue the Milestone Certificate to the Contractor, stating the date on which the works of the Milestone were completed in accordance with the Contract, except for any minor outstanding work and defects (as shall be listed in the Milestone Certificate); or (b) reject the application, giving reasons and specifying the work required to be done and defects required to be remedied by the Contractor to enable the Milestone Certificate to be issued. <p>The Contractor shall then complete the work referred to in sub paragraph (b) of this Sub- Clause before issuing a further notice of application under this Sub-Clause.</p> <p>If the Engineer fails either to issue the Milestone Certificate or to reject the Contractor’s application within the above period of 28 days, and if the works of a Milestone are complete in accordance with the Contract, the Milestone Certificate shall be deemed to have been issued on the date which is 14 days after the date stated in the Contractor’s notice of application.</p>

	<p>If Delay Damages for a Milestone are stated in the Appendix to Tender and if the Contractor fails to complete the work of the Milestone within the Time for Completion of the Milestone (with any extension in terms of sub-clause 8.4):</p> <ul style="list-style-type: none"> i) The Contractor shall pay Delay damages to the Employer for this default, ii) Such Delay damages shall be the amount as stated in the Appendix to Tender between the Time for Completion for the Milestone with any Extension under the sub-clause and the date stated in the Milestone Certificate; iii) these Delay Damages shall be the only damages due from the Contractor for such default; and iv) the total amount of Delay Damages for all Milestones shall not exceed the maximum amount stated in the Appendix to Tender (this shall not limit the Contractor’s liability for Delay Damages in any case of fraud, gross negligence, deliberate default or reckless misconduct by the Contractor). v) If the Works as a whole are completed within specified Time for Completion, then the Delay Damages for Milestones shall be refundable to the Contractor without any interest.
<p>4.29 Contractor’s Documents</p>	<p>4.29.1 Preparation and Review</p> <p>The Contractor’s Documents shall comprise the documents:</p> <ul style="list-style-type: none"> a) stated in the Specification; b) required to satisfy all permits, permissions, licences and other regulatory approvals which are the Contractor’s responsibility under Sub- Clause 1.13 [Compliance with Laws]; c) described in Sub-Clause 4.29.2 [As- Built Records] and Sub-Clause 4.29.3 [Operation and Maintenance Manuals], where applicable; and d) required under sub-paragraph (a) of Sub-Clause 4.1 [Contractor’s General Obligations], where applicable. Unless otherwise stated in the Specification, the Contractor’s Documents shall be written in the language for communications defined in Sub-Clause 1.4 [Law and Language]. <p>The Contractor shall prepare all Contractor’s Documents and the Employer’s Personnel shall have the right to inspect the preparation of all these documents, wherever they are being prepared.</p> <p>If the Specification or these Conditions specify that a Contractor’s Document is to be submitted to the Engineer for Review, it shall be submitted accordingly, together with a notice from the Contractor stating that the Contractor’s Document is ready for review and that it complies with the Contract.</p>

	<p>The Engineer may, within 21 days after receiving the Contractor’s Document and this notice from the Contractor, require the Contractor to make changes to the Contractor’s Documents.</p> <p>After receiving a notice under sub- paragraph above, the Contractor shall revise the Contractor’s Document and resubmit it to the Engineer for review in accordance with this Sub- Clause and the period of 21 days for review shall be calculated from the date that the Engineer receives it.</p> <p>The review of the Contractor’s Documents by the Engineer shall not absolve the Contractor from compliance with the terms of the Contract, and the Contractor shall remain responsible for compliance with the Contract, even if the Engineer does not suggest any changes to the Contractor’s Documents.</p> <p>4.29.2 As-Built Records</p> <p>The Contractor shall prepare, and keep up-to-date, a complete set of “as-built” records as listed in the Specifications, including drawings and completion report of the execution of the Works, showing the exact as-built locations, sizes and details of the work as executed by the Contractor. The format, referencing system, system of electronic storage and other relevant details of the as-built records shall be as stated in the Specification (if not stated, as acceptable to the Engineer). These records shall be kept on the Site and shall be used exclusively for the purposes of this Sub-Clause.</p> <p>The as-built records shall be submitted to the Engineer for review, and the Works shall not be considered to be completed for the purposes of taking- over under Sub- Clause 10.1 [Taking Over of the Works and Sections] until the Engineer has given a no objection on as-built records upon receipt of notice under Sub-Clause 4.29.1 [Preparation and review], within the timeline set out therein.</p> <p>The number of copies of as-built records to be submitted by the Contractor under this Sub- Clause shall be as required under Sub-Clause 1.8 [Care and Supply of Documents].</p> <p>4.29.3 Operation and Maintenance Manuals</p> <p>If no operation and maintenance manuals to be prepared by the Contractor are stated in the Specification, this Sub-Clause shall not apply.</p> <p>The Contractor shall prepare, and keep up-to-date, the operation and maintenance manuals in the format and other relevant details as stated in the Specification. The operation and maintenance manuals shall be submitted to the Engineer for review, and the Works shall not be considered completed for the purposes of taking-over under Sub- Clause 10.1 [Taking Over of the Works and Sections] until the Engineer has given a no objection on as-built records upon receipt of notice under Sub-Clause 4.29.1[Preparation and review], within the timeline set out therein.</p>
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5 Nominated Subcontractor	
	Delete Clause 5
6 Staff And Labour	
6.1 Engagement of Staff and Labour	<p>At the end of Sub-Clause 6.1, insert:</p> <p>The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from the region of the project. Unskilled labour shall, in principle, be recruited from this region of the State.</p> <p>The Contractor shall, at all stages of work deploy :</p> <p>(i) skilled/semi skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/National Institute of construction Management and Research (NICMAR), National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/certified by State/Central Government.</p> <p>The number of such qualified tradesmen shall not be less than 20% of total skilled/semi skilled workers required in each trade at any stage of work. The Contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the Contractor shall substitute such tradesmen within two days of written notice from Engineer.</p> <p>Failure on the part of contractor to obtain approval of Engineer or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of Engineer as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.</p> <p>(ii) Engineers including Diploma holders, Degree holders and higher levels who are qualified and registered as professional engineers with the Engineering Council of India. The number of such registered professional Engineers shall not be less than 25% of total numbers of engineers at any stage of work. Failure on the part of Contractor to deploy registered professional engineers will attract a compensation to be paid by Contractor at the rate of Rs. 1000 per such professional engineer per day. Decision of Engineer as to whether particular engineer's registration is valid or not and amount of compensation in case default shall be final and binding.</p> <p>The Employer may impose certain restrictions on the foreign companies and their employees in view of the national security, in the</p>

	<p>project situated in the sensitive region and border areas.</p> <p>The Employer would evaluate and determine the optimum number of foreign employees required to be deployed at the works Site, being awarded or sub-contracted to a foreign company, keeping in view the requirements of Works, location and technical necessities. The number of foreigners would be kept to the minimum and shall be limited to only technical/supervisory staff. The foreign company shall provide the details of foreign nationals (passport details, job profile/expertise, location and duration of stay etc.) proposed to be engaged at Site.</p> <p>Foreign employees would ordinarily be expected to confine their stay and movements to the designated place of stay and Site. Any visits outside the Site in any restricted/protected areas would only be undertaken after written permission from the local authority is obtained, failing which they will be liable to action as per prevalent rules and policy of the Govt. of India/Nepal. If the personnel of that foreign company are found indulging in activities prejudicial to India/Nepal’s national security interest, then the Employer may terminate the Contract without any liability.</p> <p>In the event, the Employer suffers any third-party claims, damages, losses and expenses (including legal fees and expenses) in respect of non- compliances by the Contractor of the conditions contained in this sub-clause, the Contractor shall indemnify and hold harmless the Employer, the Employer’s Personnel, and their respective agents, against such claims, damages, losses and expenses (including legal fees and expenses) that arise out of such non- compliance by the Contractor.</p>
<p>6.3 Persons in Service of Employer</p>	<p>At the end of Sub-Clause 6.3, insert: and personnel of other contractors working at the project.</p>
<p>6.4 Labour Laws</p>	<p>Delete Sub-Clause 6.4 and substitute:</p> <p>During continuance of the Contract, the Contractor and his Subcontractor(s) shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall also comply with the Laws relating to their employment, health, safety, welfare, immigration, and shall allow them all their legal rights.</p> <p>The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention by the Contractor of any of the provisions of any Law or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse,</p>

	<p>such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/acts/rules/regulations including amendments, if any, on the part of the Contractor, the Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.</p> <p>The employees of the Contractor and his Subcontractor in no case shall be treated as the employees of the Employer at any point of time.</p> <p>Salient features of some of the major labour laws that are applicable to construction industry including amendments (if any) thereto are given below.</p> <p>Applicable laws of Nepal:</p> <ol style="list-style-type: none"> a. Labour Act (2048) b. Human Right Commission Act (2053) c. Contract Act (2056) d. Trade Union Act (2049) e. Labour and employment policy (2062) f. Beema Act (2049) g. Bonus Act (2030) h. Labour Regulation (2050) <p>The above Labour laws/Acts applicable in Nepal are indicative and Contractor shall comply with all the concerned laws/Acts applicable in Nepal for execution of works under the Contract.</p> <p>Provided always that the Contractor shall have no right to demand payments/claims whatsoever on account of his compliance with his obligations under this clause and Labour Regulation except those specifically mentioned in Sub-Clause 13.8.</p> <p>The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.</p> <p>In the event the Employer suffers any third-party claims, damages, losses and expenses (including legal fees and expenses) in respect of non-compliances by the Contractor of the conditions contained in this sub-clause, the Contractor shall indemnify and hold harmless the Employer, the Employer’s Personnel, and their respective agents, against such claims, damages, losses and expenses (including legal fees and expenses) that arise out of such non-compliance by the Contractor.</p>
<p>6.5 Working Hours</p>	<p>Delete Sub-Clause 6.5 and substitute:</p> <p>Subject to any provision to the contrary contained in the Contract, the Contractor shall have the option to work continuously by day and by night and on locally recognized holidays or days of rest, without any</p>

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

	additional cost to the Employer.
6.7 Health and Safety	At the end of Sub-Clause 6.7, insert: The Contractor shall provide and maintain upon the works sufficient, proper, and efficient life-saving appliances and first-aid equipment to the approval of the Engineer and in accordance with the requirements of ILO Convention No. 62. The appliances and equipment shall be available for use at all time.
6.9 Contractor's Personnel	After para (d), insert: (e) is found, based on reasonable evidence, to have engaged in corrupt, fraudulent, collusive, or coercive practice; or (f) has been recruited in breach of Sub- Clause 6.3 [Persons in the Service of Employer].
7 Plant, Materials and Workmanship	
7.5 Rejection	At the end of Sub-Clause 7.5, insert: Without prejudice to the right of the Engineer to reject the Plant, Material, or workmanship, and notwithstanding the acceptance of Works by the Engineer, including by way of issuance of Taking Over Certificate, all the Works during the progress and after Completion may in the sole discretion of the Employer be subjected to technical examination by any independent authority. If any defect of material or workmanship is found during such technical examination then compensation there of shall be recovered from the Contractor even if it has been accepted by the Engineer.
7.7 Ownership of Plants and Materials	Delete sub-paragraph (a) of Sub-Clause 7.7 and substitute by the following: (a) when it is incorporated in Works;
7.8 Royalties	Delete Sub-Clause 7.8 and substitute: The Contractor shall pay all royalties, rents, and other payments for: (a) natural Materials used, and (b) the disposal of material from demolitions and excavations and of other surplus material (whether natural or man-made), except to the extent that disposal areas within the Site as specified in the Contract. The Accepted Contract Amount shall be deemed to be inclusive of same. The royalty, rents and other payment for the material quarried shall be paid directly to the concerned authorities by the Contractor and he shall provide the documentary evidence / certification from the concerned authorities in support of such payments. The Contractor shall be responsible for the reconciliation of the quantities of materials on which royalty is payable and settlement of the total amount of royalty charges to be paid, with the concerned authorities

	<p>and any payment due to be paid to them arising out of such reconciliation and settlement shall also be paid by him. If the Contractor fails to pay the balance amount or reconcile and settle the total amount of royalty and any claims are raised by the concerned authorities on the above accounts, the same shall be paid by the Employer and recovered from the Contractor in the following IPC alongwith administrative charges @ 20% and interest at the rate as stipulated for interest rate on advance in Appendix to Tender for clause 14.2 of GCC/PCC.</p> <p>In the event of there being statutory variation in the rates of royalty charges/ fresh levy of royalty on Materials, the same shall be reimbursed to or recovered from the Contractor upon submission of satisfactory documentary evidence of having made the payment at revised rates.</p> <p>For the payment of royalties concerned authorities shall be of Govt. of Nepal.</p>
8 Commencement, Delays And Suspension	
8.1 Commencement of Works	<p>Delete first paragraph of Sub-Clause 8.1 and substitute:</p> <p>The Commencement Date shall be date of issue of the Letter of Acceptance by the Employer.</p>
8.3 Programme	<p>First sentence of Sub-Clause 8.3 stands deleted and replaced with the following:</p> <p>The Contractor shall submit a time programme (on Primavera) alongwith editable copy to the Engineer within 28 days after the Commencement Date. Submittal and approval of detailed programme is a condition precedent to the release of first Interim Payment Certificate.</p> <p>In Sub-Clause 8.3, delete subparagraph (b) and replace with following :</p> <p>(b) time programme/ schedule should be resource (manpower, machinery etc.) loaded to accomplish each activity.</p>
8.4 Extension of Time for Completion	<p>At the end of Sub-Clause 8.4, insert:</p> <p>Notwithstanding Clause 4.21, Contractor shall submit application for extension of time with supporting documents within 28 days at the end of each quarter failing which it would be construed that there was no hindrance (even though the hindrance has been brought to the notice of Engineer as per Clause 4.21) during the quarter requiring extension of Time for Completion and Contractor shall forfeit his claim for extension of Time for Completion.</p> <p>In case, hindrances brought to the notice of Engineer as above, contain any hindrances resulting from interface activities with other agencies working at the Project, as listed in Annexure-II (Specified Durations for Interface Activities) , the Employer shall determine the same as per the durations of such interface activities specified in</p>

	Annexure-II.
8.7 Delay Damages	<p>Delete the last line of the first paragraph of Sub-Clause 8.7 and substitute :</p> <p>Delay Damages shall also be recoverable for delay in completion of Milestones as per Sub-Clause 4.28. However, the total amount of delay damages payable under this Sub-Clause and Sub-Clause 4.28 shall not exceed the maximum amount of delay damages stated in the Appendix to Tender.</p> <p>Before imposing Liquidated Damages, a reasoned notice containing quantum of Liquidated Damages to be imposed must be communicated to the Contractor. Liquidated Damages, as applicable shall be recovered from the monthly RA bills (up to maximum 5% of the RA Bills) in equal instalments considering the balance period of completion. Balance recovery, if any, will be recovered from the final bill.</p> <p>If the Works as a whole are completed within specified Time for Completion, then the Delay Damages for Milestones shall be refundable to the Contractor without any interest.</p>
10 Employer's Taking Over	
10.1 Taking Over of the Works and Sections	<p>In the end of first paragraph of Sub-Clause 10.1 insert :</p> <p>(iii) the Employer has given (or is deemed to have given) a Notice of No-objection to the as-built records submitted under Sub-Clause 4.29.2</p>
11 Defects Liability	
11.7 Right of Access	<p>Delete Sub-Clause 11.7 and substitute:</p> <p>Right of Access after Taking Over</p> <p>Whenever the Contractor intends to access any part of the Works or such records during the relevant Defect Notification Period:</p> <p>(a) the Contractor shall request access by giving a notice to the Employer, describing the parts of the Works and/or records to be accessed, the reasons for such access, and the Contractor's preferred date for access. This notice shall be given in reasonable time in advance of the preferred date for access, taking due regard of all relevant circumstances including the Employer's security restrictions; and</p> <p>(b) within 7 days after receiving the Contractor's Notice, the Employer shall give a notice to the Contractor either:</p> <p>(i) stating the Employer's consent to the Contractor's request; or</p> <p>(ii) proposing reasonable alternative date(s), with reasons. If the Employer fails to give this Notice within the 7 days, the Employer shall be deemed to have given consent to the Contractor's access on the preferred date stated in the Contractor's notice.</p>

12 Measurement And Evaluation

12.3 Evaluation

In the second paragraph of Sub-Clause 12.3, after the word “However” insert the words “subject to Sub-Clause 4.11”

Substitute Sub-Para(a) with the following:

- (a) (i) this item is not specified in the Contract as a “fixed rate item”
- (ii) this variation in quantity (quantity in excess of 1.5 times of the BoQ quantity) multiplied by such specified (*BOQ*) rate for this item exceeds 0.5% of the Accepted Contract Amount, and
- (iii) the measured quantity of the item varies by more than 50% from the quantity of this item in the Bill of Quantities or other Schedule,

Delete the last two paragraphs “*Each new rate ... relevant matters*” & “*Until such time ... Interim Payment Certificates*” of Sub-Clause 12.3 and substitute:

The rates already provided in the Bill of Quantities, shall apply in respect of the same item(s) of work to be executed due to Variation, in respect of quantities of individual items appearing in the Bill of Quantities.

In case of items for which rates are not available in the Bill of Quantities, the rates of such items as far as practicable shall be derived from the rates of analogous item(s) in the Bill of Quantities after submission of details by the Contractor on actual observance at Site. The decision to select analogous item(s) shall be taken by the Engineer, which shall be conclusive and binding on the Contractor.

In the cases, where analogous items are not available in the Bill of Quantities, such items shall be termed as extra item and the rates for such items and also for items exceeding the prescribed limits as mentioned in Sub Para (a) above due to increase in quantity(ies), the Contractor, within 15 days (or as agreed by the Engineer) from the receipt of order to execute such items shall submit rate analysis to the Engineer supported by documentary evidence of basic rates adopted therein, notwithstanding the fact that the rates for such items exist in the Contract; having regard to the cost of Materials, actual wages of labour and ownership & operational cost of Construction Equipment required as per standard norms or if standard norms are not specified/available then on the basis of labour/Materials/Construction Equipment actually engaged for the particular work.

The standard norms for including indirect charges for labour and Materials specified herein shall mean as those specified in “Guidelines for preparation of Project Estimates for River Valley Projects (latest version)” of Central Water Commission, Govt. of India, and if not available therein, then those of State’s Public Works Department. Standard norms for Construction Equipment use shall mean those of

	<p>Bureau of Indian Standards (IS : 11590 : 1995 – latest version) and if not available therein, then those specified in “Guidelines for preparation of Project Estimates for River Valley Projects (latest version)” of Central Water Commission, Govt. of India.</p> <p>Over and above the cost of labour, Materials arranged by the Contractor and ownership & operational cost of Construction Equipment, an element of 20% shall be allowed to cover the Contractor's overheads, profits, and supervision charges.</p> <p>However, for materials issued by the Employer to the Contractor and/or Construction Equipment supplied on rental charge(s) by Employer to the Contractor during the course of execution of Works, the Contractor shall be entitled to only 10% (ten percent) of such costs to cover local transportation/handling, overheads, supervision, profits etc.</p> <p>Items whose rates are identified as abnormally high (AHR) in LOA shall not be taken as reference to evaluate rates of extra and substituted items.</p> <p>The new rate derived as above shall be payable only for the quantity executed after the occurrence of both the above conditions (i.e. sr. no. (ii) and (iii) at para (a) above) i.e. quantities executed beyond the trigger point.</p> <p><i>“Illustration for positive deviation in quantity:</i></p> <p><i>BOQ Quantity : 100 cum</i></p> <p><i>Anticipated / Actual quantity executed 237 cum</i></p> <p><i>Condition at a(iii) met at 151 cum</i></p> <p><i>Condition at a(ii) met at say 214 cum</i></p> <p><i>Then, new rate shall be payable for quantity in excess of 214 cum”</i></p> <p>If the quantity of any item, gets reduced by more than 50% of the quantity provided in the BOQ, then the total payment for the reduced quantity of that item shall be payable at the revised/analysed rate. However, value of total payment against such reduced quantity of items at revised rate shall be limited to the payment admissible for 50% BOQ quantity of the said item at the rate provided in the BOQ.</p> <p>The compensation for negative deviations shall not be applicable if the item has been substituted.</p> <p><i>“Illustration for negative deviation in quantity:</i></p> <p><i>BOQ Quantity : 100 cum</i></p> <p><i>Anticipated / Actual quantity executed 37 cum</i></p> <p><i>Then, new rate shall be payable for all 37 cum subject to condition that total payment for such item shall be limited to the amount admissible for 50% of the BOQ quantity and at the rate mentioned in the BoQ”</i></p>
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	<p>At the end of sub-clause 12.3, insert :</p> <p>Provided always that upon completion of Works if the Contract Price is lower than the Accepted Contract Amount, then the Contractor shall not be entitled for any cost compensation other than that resulting from Variations viz. rates for increase/decrease in BOQ quantities and new/extra items worked out as per above mechanism.</p> <p>For the purpose of this clause, Items related with Dewatering, Cement variation in original concrete mix(s) and Day Work Rates shall be considered as Fixed Rate Items.</p>
12.4 Omissions	Sub-Clause 12.4 is Not Applicable
13 Variations And Adjustments	
13.2 Value Engineering	Sub-Clause 13.2 is Not Applicable
13.3 Variation Procedure	<p>Delete Sub-Clause 13.3 and substitute:</p> <p>Subject to Sub-Clause 13.1 [Right to Vary], Variations shall be initiated by the Engineer in accordance with either of the following procedures:</p> <p>13.3.1 Variation by Instruction</p> <p>The Engineer may instruct a Variation by giving a notice (describing the required change and stating any requirements for the recording of Costs) to the Contractor in accordance with Sub-Clause 3.3 [Instructions of the Engineer].</p> <p>The Contractor shall proceed with execution of the Variation and shall within 28 days (or other period proposed by the Contractor and agreed by the Engineer) of receiving the Engineer’s instruction, submit to the Engineer detailed particulars including:</p> <ol style="list-style-type: none"> a) a description of the varied work performed or to be performed, including details of the resources and methods adopted or to be adopted by the Contractor; b) a programme for its execution and the Contractor’s proposal for any necessary modifications (if any) to the Programme according to Sub-Clause 8.3 [Programme] and to the Time for Completion; and c) the Contractor’s proposal for adjustment to the Contract Price by valuing the Variation in accordance with Clause 12 [Measurement and Evaluation], with supporting particulars (which shall include identification of any estimated quantities and, if the Contractor incurs or will incur Cost as a result of any necessary modification to the Time for Completion, shall show the additional payment (if any) to which the Contractor considers that the Contractor is

	<p>entitled).</p> <p>Thereafter, the Contractor shall submit any further particulars that the Engineer may reasonably require.</p> <p>The Engineer shall then proceed under Sub-Clause 3.5 [Determination] to determine:</p> <ol style="list-style-type: none"> i. EOT, if any; and/or ii. the adjustment to the Contract Price (including valuation of the Variation in accordance with Clause 12 [Measurement and Valuation] using measured quantities of the varied work. <p>13.3.2 Variation by Request for Proposal</p> <p>The Engineer may request a proposal, before instructing a Variation, by giving a notice (describing the proposed change) to the Contractor.</p> <p>The Contractor shall respond to this notice within 14 days or in a period agreed by the Engineer, by either:</p> <ol style="list-style-type: none"> a) submitting a proposal, which shall include the matters as described in sub-paragraphs (a) to (c) of Sub-Clause 13.3.1 [Variation by Instruction]; or b) giving reasons why the Contractor cannot comply (if this is the case), by reference to the ground set out in second para of Sub-Clause 13.1 [Right to Vary]. <p>If the Contractor submits a proposal, the Engineer shall, as soon as practicable after receiving it, respond by giving a notice to the Contractor stating his/her consent or otherwise. The Contractor shall not delay any work whilst awaiting a response.”</p> <p>If the Engineer gives consent to the proposal, with or without comments, the Engineer shall then instruct the Variation. Thereafter, the Contractor shall submit any further particulars that the Engineer may reasonably require and the last paragraph of Sub-Clause 13.3.1 [Variation by Instruction] shall apply.</p> <p>If the Engineer does not give consent to the proposal, with or without comments, and if the Contractor has incurred Cost as a result of submitting it, the Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor’s Claim] to payment of such Cost.</p>
13.5 Provisional Sums	Sub-Clause 13.5 is Not applicable
13.6 Daywork	<p>At the end of Sub-Clause, insert:</p> <p>Provided that the Day work schedule shall not be used for working out rates for varied (new or increase in BOQ quantity) items of work.</p>
13.7 Adjustments for	<p>Delete sub paragraph (b) of Sub-Clause 13.7 and substitute:</p> <p>(b) payment or deduction of any such cost which shall be adjusted in</p>

<p>Changes in Legislation</p>	<p>the Contract Price.</p> <p>At the end of Sub-Clause 13.7, insert:</p> <p>Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same shall already have taken into account in the indexing or any inputs to the Price Adjustment Formulae in accordance with the provisions of Sub Clauses 13.8. Provided that in the event of variation in the rates of royalty charges/fresh levy of royalty on materials, the payment shall be regulated in accordance with Sub-Clause 7.8 of these Conditions.</p> <p>Provided always that any variations resulted from the changes in legislation, on POL (Petrol, diesel, oil and lubricants) or on the labour and staff of the Contractor, shall be deemed to be included in the Adjustment for Changes in Cost (price adjustment formula) included in Sub-Clause 13.8 hereof and shall not be paid separately by the Employer under this Sub-Clause 13.7.</p>
<p>13.8</p> <p>Adjustments for Changes in Cost</p>	<p>Delete Sub-Clause 13.8 and substitute:</p> <p>The amounts payable to the Contractor shall be adjusted for rise or fall in the cost of labour, Goods, and other inputs to the Works, by the addition or deduction of the amounts determined by the formulae prescribed in this Sub-Clause. To the extent that full compensation for any rise or fall in Costs is not covered by the provisions of this or other Clauses, the BOQ unit rates shall be deemed to have included amounts to cover the contingency of other rises and falls in costs.</p> <p>Subject to the conditions laid down hereunder, BOQ unit rates are subject to price adjustment in accordance with the Price Adjustment formulae incorporated in this clause. Adjustment shall be applicable only for the works, which are carried out within the Time for Completion. However, if the Contractor fails to complete whole of the Works within the Time for Completion prescribed under Sub-Clause 8.2, adjustment of prices thereafter until the date of completion of the Works shall be made using either (i) the indices or prices applicable on the date 49 days prior to the expiry of the Time for Completion, or (ii) the current indices or prices; whichever is more favourable to the Employer.</p> <p>Payment to Contractor for work done shall be adjusted for increase or decrease in the cost of labour, materials and POL (Petroleum, oil and lubricants) and other inputs according to the procedure mentioned hereafter.</p> <p>The adjustment to the Interim Payment Certificates in respect of changes in cost and legislation shall be determined from the following formulae. The Price Adjustment formula for the various components of the Contract Price shall be construed as stipulated hereinafter. The formula designed for governing and calculating the Price Adjustment to be applied shall be as follows:</p> <p>Part-A (Civil Works)</p>

	<p>Category – I : For all items of structural steel supports, steel ribs, steel lagging and metal Works (steel) including steel pipes etc.</p> $CC_I = CC_0 \left\{ F + s \times \frac{S_1}{S_0} + l \times \frac{L_1}{L_0} + b \times \frac{B_1}{B_0} + e \times \frac{E_1}{E_0} + m \times \frac{M_1}{M_0} + u \times \frac{U_1}{U_0} + p \times \frac{P_1}{P_0} + d \times \frac{D_1}{D_0} \right\}$ <p>Category – II: For all items of reinforcement steel, rock bolts, rock anchors and wire mesh etc.</p> $CC_{II} = CC_0 \left\{ F + s \times \frac{S_1}{S_0} + l \times \frac{L_1}{L_0} + m \times \frac{M_1}{M_0} + u \times \frac{U_1}{U_0} + p \times \frac{P_1}{P_0} + d \times \frac{D_1}{D_0} \right\}$ <p>Category–III: For all items of concrete, shotcrete, masonry, cement grouting and cement variation etc.</p> $CC_{III} = CC_0 \left\{ F + c \times \frac{C_1}{C_0} + l \times \frac{L_1}{L_0} + d \times \frac{D_1}{D_0} + m \times \frac{M_1}{M_0} + u \times \frac{U_1}{U_0} + p \times \frac{P_1}{P_0} \right\}$ <p>Category – IV: For excavation items</p> $CC_{IV} = CC_0 \left\{ F + p \times \frac{P_1}{P_0} + l \times \frac{L_1}{L_0} + d \times \frac{D_1}{D_0} + m \times \frac{M_1}{M_0} + u \times \frac{U_1}{U_0} \right\}$ <p>Category-V: For all the balance items not included in Category-I, II, III & IV above.</p> $CC_V = CC_0 \left\{ F + l \times \frac{L_1}{L_0} + d \times \frac{D_1}{D_0} + m \times \frac{M_1}{M_0} + u \times \frac{U_1}{U_0} + p \times \frac{P_1}{P_0} \right\}$ <p>Where</p> <p>CCI, CCII, CCIII, CCIV and CCV= Adjusted gross value of work done month-wise for items listed under Category-I, Category-II, Category-III, Category-IV and Category-V respectively.</p> <p>CC0= Gross value of work done month-wise for items listed under Category-I, Category-II, Category-III, Category-IV and Category-V respectively.</p> <p>‘F’ = Fixed portion of the gross value which will not be subjected to any adjustment = 15 %</p> <p>‘s’ = Coefficient weightage of steel content in the cost of work.</p> <p>‘l’ = Coefficient weightage of labour (for skilled categories) content in the cost of work</p> <p>‘b’ = Coefficient weightage of oxygen gas content in the cost of work</p> <p>‘e’ = Coefficient weightage of electrodes content in the cost of work</p> <p>‘m’= Coefficient weightage of other materials content in the cost of work.</p> <p>‘u’ = Coefficient weightage of other labour content in the cost of work</p>
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	<p>‘c’ = Coefficient weightage of cement content in the cost of work.</p> <p>‘d’ = Coefficient weightage of High Speed Diesel Oil content in the cost of work</p> <p>‘p’ = Coefficient weightage of Construction Equipment (Machinery & Machine Tool)</p> <p>‘S’ = Index for Steel (Mild Steel -Long Products)</p> <p style="padding-left: 40px;">Index Numbers of Wholesale prices in India - by Groups & Sub-Groups (Base: 2011-12=100) Published by Office of Economic Advisor, Ministry of Industry/ Govt. of India under the head ‘N- MANUFACTURE OF BASIC METALS’ and Sub- head ‘(d) Mild Steel -Long Products’.</p> <p>‘L’ = Labour Index</p> <p style="padding-left: 40px;">National salary & wage index for construction labours (Base: 2011-12 = 100) issued by Nepal Rastra Bank</p> <p>‘E’ = Index for Electrodes (Manufacture of Fabricated Metal Products, Except Machinery and Equipment)</p> <p style="padding-left: 40px;">Index Numbers of Wholesale Prices in India - by Groups & Sub-Groups (Base: 2011-12=100) Published by Office of Economic Advisor, Ministry of Industry/ Govt. of India under the head ‘O- MANUFACTURE OF FABRICATED METAL PRODUCTS, EXCEPT MACHINERY AND EQUIPMENT’</p> <p>‘B’ = Index for Oxygen Gas (Manufacture of basic chemicals)</p> <p style="padding-left: 40px;">Index Numbers of Wholesale Prices in India - by Groups & Sub-Groups (Base: 2011-12=100) Published by Office of Economic Advisor, Ministry of Industry/ Govt. of India under the head ‘J- MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS’ and sub-head ‘(a) Manufacture of basic chemicals’</p> <p>‘M’ = Index for Material (all commodities)</p> <p style="padding-left: 40px;">Index Numbers of Wholesale Prices in India - by Groups & Sub-Groups (Base: 2011-12=100) Published by Office of Economic Advisor, Ministry of Industry/ Govt. of India Under the Head ‘All Commodities’.</p> <p>‘U’= Rate of Minimum wage applicable for unskilled labour notified by the Govt. of Nepal, as amended from time to time.</p> <p>‘C’ = Index for Cement (Manufacture of cement, lime and plaster)</p> <p style="padding-left: 40px;">Index Numbers of Wholesale Prices in India - by Groups & Sub-Groups (Base: 2011-12=100) Published by Office of Economic Advisor, Ministry of Industry/ Govt. of India under the head ‘M- MANUFACTURE OF OTHER NON-METALLIC MINERAL PRODUCTS’ and sub-head ‘(e) Manufacture of cement, lime and plaster’.</p>
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	<p>‘D’ = High Speed Diesel Oil</p> <p>Monthly weighted average Price for bulk supply of High Speed Diesel Oil at Biratnagar including all taxes, duties etc.</p> <p>‘P’= Index for Machinery and Machine tools (Manufacture of Machinery and Equipment)</p> <p>Index Numbers of Wholesale Prices in India - by Groups & Sub-Groups (Base: 2011-12=100) published by Office of Economic Adviser, Ministry of Industry, Govt. of India under the head ‘R- MANUFACTURE OF MACHINERY AND EQUIPMENT’.</p> <p>Sub-Script for all Categories (I, II, III, IV, V & VI):</p> <p>‘0’ = Refers to index / price as on 28 days prior to last date for submission of price bids. In case of High Speed Diesel all inclusive official price for bulk supply of Diesel at the place mentioned above applicable on 28th day before the last date of submission of price bids.</p> <p>‘1’ = Refers to index / price as applicable for the month prior to the month in which the work is executed for which adjustment is applicable.</p> <p>Part-B (HM works)</p> <p>For Supply portion</p> $HM_t = HM_0 \left\{ F + s \times \frac{S_t}{S_0} + l \times \frac{L_t}{L_0} \right\} - HM_0$ <p>Where,</p> <p>HM_t = Adjustment price component expressed in the currency of the contract payable to the contractor for each shipment/dispatch.</p> <p>HM₀ = Contract price for the equipment/materials of the Contract shipment/dispatch wise.</p> <p>‘F’ = Fixed portion of the contract price which will not be subjected to any adjustment.</p> <p>‘s’ = Coefficient weightage of Steel content in the cost of work.</p> <p>‘l’ = Coefficient weightage of labour content in the cost of work.</p> <p>‘S’ = Index for Steel (applicable to all type of Steels)</p> <p>Index Numbers of Wholesale prices in India - by Groups & Sub-Groups (Base: 2011-12=100) Published by Economic Advisor, Ministry of Industry, Govt. of India under the head ‘(N). Manufacture of Basic Metals’ and Sub-head ‘e. Mild Steel-Flat Products’.</p> <p>‘L’ = Labour Index</p> <p>National salary & wage index for construction labours (Base:</p>
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	<p>2011-12 = 100) issued by Nepal Rastra Bank.</p> <p>Sub-Script:</p> <p>‘0’ = Refers to index as on 28 days prior to last date for submission of price bids.</p> <p>“1” = Refers to index as applicable to the date of adjustment. The date of adjustment shall be the mid-point of the period of manufacture of Plant, as per the agreed Programme.</p> <p>For Services portion</p> $HMS_1 = HMS_0 \left\{ F + I \times \frac{L_1}{L_0} \right\}$ <p>Where:</p> <p>HMS = Adjustment to Erection portion of installation component of contract price payable to the contractor for each billing.</p> <p>HMS₁ = Adjusted amount payable to the Contractor of Erection portion of Installation component of Contract Price.</p> <p>HMS₀ = Value of the Erection work done in the billing period, which shall be calculated as under:</p> <p>For the purpose of computing HMS₀, each erection bill (which is excluding any amount payable on completion of the Facilities and on successful completion of guarantee Test) during the Erection period upto the ‘Completion of the Facilities’ shall be divided by a factor as indicated below:</p> $\left\{ \begin{array}{l} \text{Erection Portion of} \\ \text{installation component of} \\ \text{the Contract Price} \end{array} \right\} - \left\{ \begin{array}{l} \text{(Initial Advance amount + Erection} \\ \text{Portion of Installation component of the} \\ \text{Contract price payable on completion of} \\ \text{the Facilities + Erection Portion of} \\ \text{Installation component of the Contract} \\ \text{Price payable on successful completion} \\ \text{of guarantee test} \end{array} \right\}$ <p style="text-align: center;">—————</p> <p style="text-align: center;">Erection Portion of Installation component of the Contract Price</p> <p>The payment of price adjustment amount so computed shall be made against a separate invoice, linking the corresponding invoice for Erection Portion of Installation payment after retaining the pro-rata amount due on completion of the Facilities and on Completion of the Guarantee Test. The amounts so retained shall be paid on completion of the Facilities and on successful completion of Guarantee Test respectively.</p> <p>‘F’ = Fixed portion of the contract price which will not be subjected to any adjustment.</p> <p>‘I’ = Coefficient weightage of labour content in the cost of work.</p>
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	<p>L' = Labour Index</p> <p>National salary & wage index for construction labours (Base: 2011-12 = 100) issued by Nepal Rastra Bank</p> <p>Sub-Script:</p> <p>‘0’ = Refers to index as on 28 days prior to last date for submission of price bids.</p> <p>“1” = Refers to index as applicable to the date of adjustment.</p> <p>The date of adjustment shall be the mid-point of the period of erection/installation of Plant, as per the agreed Programme.</p> <p>If at any time the current indices are not available, provisional indices as determined by the Engineer, will be used subject to subsequent correction of the amounts paid to the Contractor when the current indices become available.</p> <p>The weightings shall be those listed in Annexure-III.</p> <p>The base cost indices or prices shall be those prevailing on Base Date. Current indices or prices for ‘all Commodities (cost elements)’ shall be those prevailing one month prior to the last day of the period and Current indices or prices for ‘Labour (cost element)’ shall be the month under consideration, to which a particular Interim Payment Certificate is related. If at any time the current indices are not available, provisional indices as determined by the Engineer will be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices become available.</p> <p>Variations arising on account of payment related to rates for varied works (extra, altered and substituted items) whose cost has been worked out on actual analyzed cost or on market price basis as envisaged in Sub-Clause 12.3 shall be regulated with reference to such variations in cost as are after the date of settlement of the rates, instead of the date of submission of Price Bids.</p> <p>Discontinuation of index series</p> <p>In case the Government of India stops publishing any of the price indices at any time during the course of execution of the contract and announces a new series without a linking factor for conversion of index of new series to the old series or allows use of any method for linking the two series (Old and New), regulation of price variation will be done using the indices of new series along with linking factor to be derived using arithmetic conversion method based on monthly indices of the last 36 months of the old series and the same period for new series.</p> <p>Linking factor for a commodity = $\frac{\text{(Arithmetic mean of the monthly indices of the old series of the concerned commodity for the last 36 months of the old series)}}{\text{(Arithmetic mean of the monthly indices of the new series of the same commodity for the same period i.e.)}}$</p>
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Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

	<p>the last 36 months of the old series)</p> <p>Price Adjustment shall be paid using the indices of new series along with this linking factor, in the Price Variation Formula from the date, the old series is discontinued.</p> <p>If any of the indices gets discontinued, appropriate new indices with similar trends available in the new index shall be considered. Price adjustment will be paid considering the base and new index from the new series.</p>
14 Contract Price And Payment	
14.1 The Contract Price	<p>After subparagraph (d) in Sub-Clause 14.1, add the following:</p> <p>(e) Subject to subparagraph (b) in sub-clause 14.1 of GCC, all applicable taxes/duties including VAT as applicable and assessed on the Employer shall also be included in the price/rates, which shall be deducted from the Contractor and deposited to the concerned authority by the Employer.</p>
14.2 Advance Payment	<p>Delete Sub-Clause 14.2 and substitute:</p> <p>The Engineer will make upon the request of the Contractor, the following advances to the Contractor:</p> <p>(a) Mobilization Advance: An interest bearing advance payment to the Contractor exclusively for the costs of mobilization in respect of the Works for an amount not exceeding 5 (five) percent of the Accepted Contract Amount in installments as detailed under.</p> <p>First installment of upto 2.5 % may be released at commencement of Works. The Contractor shall submit details of complete & satisfactory utilization of the first installment to the following effect:</p> <ol style="list-style-type: none"> i. construction of colonies, stores, and workshops etc., ii. mobilization of labour, iii. overhauling, dismantling and transportation of Contractor's Equipment to the Site as per agreed schedule including procurement of spare parts, iv. construction of enabling works such as development of land for infrastructure works and foundation for Constructional Equipment etc. <p>Subsequent installment(s) of remaining amount shall become eligible for release only after Engineer has physically verified the above details submitted by the Contractor. Further, the agreed mobilization schedule shall form the basis for verification of advance by the Engineer as above.</p> <p>The Contractor shall provide details of utilization for subsequent installment(s) also in the above manner for verification of the Engineer.</p> <p>(b) Equipment Advance : An interest-bearing advance against</p>

	<p>Construction Equipment in an amount not exceeding 10 (ten) percent of the Accepted Contract Amount subject to the following conditions:</p> <ol style="list-style-type: none">i. such Equipment are considered by the Engineer to be necessary for the Works and are not in excess of the requirements,ii. the Equipment for which the advance is to be granted shall be of unencumbered ownership of the Contractor,iii. this advance shall be admissible against new Construction Equipment only and shall be limited to 90 (ninety) percent of the price of such new Construction Equipment, for which the Contractor shall produce evidence to the satisfaction of the Engineer,iv. the cost of new Equipment for the purpose of this clause shall mean the cost as invoiced by the suppliers of the Construction Equipment, inclusive of taxes and duties. In respect of imported equipment, C.I.F. cost plus customs duty shall be deemed to be the cost of equipment for the purpose of this clause. For this purpose, C.I.F. cost shall be the same as determined by the customs authorities for customs duty purposes,v. Contractor shall be admissible to draw the advance only when Equipment reaches the Site, is hypothecated and is insured jointly in the name of the Contractor and the Employer for full replacement value against all risks. Such Insurance policy shall be affected by the Contractor at his own cost and shall be valid till the time Equipment is demobilized from the Site.vi. For availing Equipment advance, equipment shall be duly hypothecated in favour of Employer as per proforma provided in Section-7 (Contract Forms). <p>In case the Contractor desires to shift any such Equipment from the Site, he shall do so with the written permission of the Engineer and after repaying the outstanding advance of that Equipment and subject to the condition that the said Equipment is no more required at the Site.</p> <p>(c) Special Advance: An interest-bearing advance payment, limited to 2.5 % of the Accepted Contract Amount, in the following exceptional circumstances:</p> <ol style="list-style-type: none">i. Where work is suspended and the Contractor has not been allowed to demobilize from site causing idling of resources.ii. Work is affected due to any unforeseen natural calamity.iii. Cash flow problem of Contractor. <p>The Special Advance shall be for the purpose of payment of labour, construction materials, repair and maintenance of machinery and other expenditures directly related to the Works.</p> <p>This advance may be availed more than once; however, the total outstanding payment shall not exceed the specified limit, at any point</p>
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	<p>of time.</p> <p>(d) Advance against LC: On the Contractor's request the Employer may make payment to suppliers/vendors against Letter of Credit (LC), for procurement of material.</p> <p>This payment shall be treated as an interest-bearing advance payment to the Contractor.</p> <p>The recovery of this advance alongwith interest shall commence from the first Interim Payment Certificate issued following release of advance and shall be completed within a period of twelve months.</p> <p>This advance may be availed more than once; however, the total outstanding payment shall not exceed Two percent (2%) of the Accepted Contract Amount, at any point of time.</p> <p>(e) Interest : The advances payable under this Sub-Clause shall bear a simple interest at the rate stipulated in Appendix to Tender.</p> <p>The interest shall be charged on monthly rest basis reckoned from the date of release thereof.</p> <p>(f) Recovery of advances : The advance payments under 14.2 (a), (b) & (c) plus interest accrued thereupon shall be recovered through pro-rata deductions from the Interim Payment certified by Engineer as follows:</p> <p>(i) The recovery of principal shall commence in the next Interim Payment Certificate following that in which the total of all gross value of Interim Payment Certificates has reached 20 (twenty) percent of the Accepted Contract Amount and shall be made on pro-rata basis of advance released from the gross payment of all Interim Payment Certificates until such time as the advance payment has been repaid. Always provided that the advance payment shall be completely repaid prior to the time when 90 percent of the Accepted Contract Amount has been certified for payment. In case of Special advance, the recovery can go upto 95% of Accepted Contract Amount. The gross payment shall mean and include the payment towards scheduled items, extra items, deviated items, alongwith substituted items including price adjustments for the purpose of this Sub Clause only.</p> <p>(ii) The interest shall be calculated on the outstanding amount of principal at the close of each month. The recovery of the interest shall commence in the next Interim Payment Certificate following that in which the total of all gross Interim Payment Certificates has reached 10% of the Accepted Contract Amount. Interest as accrued/accruing till the time total gross payment reaches 20 % of the Accepted Contract Amount shall be recovered from the monthly Interim Payment Certificate in suitable installments in such a way that the above said interest is fully recovered by the time the Contractor receives a total gross payment equivalent to 20% of the Accepted Contract Amount and thereafter, the interest as may be due on 1st day of each</p>
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month will be recovered from the Interim Payment Certificates of the Contractor to be paid during that month. If for any reason, the payment due is insufficient to recover the full interest and principal together, interest shall be credited/recovered first and the residual applied to the principal. However, in case, full interest itself cannot be recovered, the balance amount of unrecovered interest shall also carry the same interest rate as specified in 14.2 (e) till the full amount is recovered.

The Contractor shall always have the option to limit the drawl of advance to the extent desired and to have the recoveries commenced and/or completed earlier and/or have recoveries effected in installments of higher amounts and also to repay part or whole of the advance by direct payment rather than through Interim payment certificates.

- (iii) The advances under this clause may be released at any time during pendency of Contract subject to fulfillment of the above stipulated conditions and further provided that the Engineer is fully satisfied that the advance payments so released along with interest shall be completely recovered prior to the time indicted above.

The following provisions shall apply to all the advances payable under this sub-clause:

- (a) Advance payment under this Sub-Clause shall be made on fulfillment of the following conditions precedent:
- i. submission of performance security in accordance with Sub-Clause 4.2,
 - ii. signing of the Contract by the Parties and
 - iii. submission of an unconditional Bank Guarantee in a prescribed form and by a bank acceptable to the Employer in amounts equal to 110% of the advance payment requested for, except in case of Equipment advance, wherein hypothecation as brought out above shall be ensured.
- (b) Bank Guarantee in NPR should be executed on letter head of the “A” class commercial Bank. The Bank Guarantees in INR shall be acceptable only if these are issued by a Scheduled Commercial (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks), duly counter guaranteed by any A class bank in Nepal. Such Bank Guarantee shall remain effective until the advance payment alongwith interest has been fully repaid, but its amount thereof may be progressively reduced by the amount repaid by the Contractor as indicated in Interim Payment Certificate(s).
- (c) Should there arise any occasion under the Contract due to which the periods of validities of Bank Guarantees as may have been

	<p>furnished by the Contractor from time to time, are required to be extended/renewed, the Contractor shall at his cost get the validity periods of such guarantees extended/renewed, and furnish these to the Engineer one month before the expiry date of the aforesaid Guarantees originally furnished; failing which the existing Bank Guarantees shall be invoked by the Engineer.</p> <p>(d) In case of mis-utilization of the advance by the Contractor is observed by the Engineer, the advance to the extent mis-utilized shall be immediately recovered from or paid by the Contractor alongwith interest accrued.</p> <p>(e) If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under Clause 15 [Termination by Employer], Clause 16 Suspension and Termination by Contractor] or Clause 19 [Force Majeure] (as the case may be), the whole of the balance then outstanding shall immediately become due and payable by the Contractor to the Employer.</p> <p>Any amount due to the Contractor including on account of claim, idling, variation and any other amount due to the Contractor against the contract or any other contract will be adjusted against the advance with interest in future as and when finalized by Employer. In case of any amount remains unrecovered after operating aforesaid mechanism, the Contractor is required to undertake (legally binding) to deposit the remaining unrecovered amount with interest to the Employer</p> <p>Other advances under the Contract</p> <p>The Employer may also consider the Contractor’s request for release of advances under Sub-Clause 14.5 and 17.2, subject to fulfilment of the conditions provided therein. In case LC facility has been availed against certain material, Contractor will have the option to convert this advance into Secured advance under clause 14.5 upto 90% of material cost, subject to fulfilment of conditions mentioned therein. Accordingly, in such a case, interest shall be charged on balance amount and LC charges. The BG shall also be reduced proportionately.</p>
<p>14.3 Application for Interim Payment Certificates</p>	<p>At the end of Sub-Clause 14.3, insert:</p> <p>Apart from above, following documents shall be submitted by Contractor with Interim Payment Certificate in respect of HM works supply portion:</p> <ol style="list-style-type: none"> i. Submission of documentary evidence towards dispatch of Plant. ii. Supplier invoice showing item description, quantity, unit rate and total amount. iii. Packing list identifying contents of each package. iv. Material Dispatch Clearance Certificate (MDCC) issued by

	<p>the employer prior to effecting dispatch or its waiver by the employer.</p> <p>v. Factory Inspection Report, wherever applicable.</p> <p>vi. Submission of Insurance Cover</p> <p>vii. Manufacturer guarantee certificate</p> <p>viii. Certificate from the contractor that storage and preservation arrangements at project site are ready/ will be made by the time material will arrive at site.</p> <p>ix. Indemnity Bond</p>
<p>14.5 Plant and Materials intended for the Works</p>	<p>In the penultimate paragraph of Sub-Clause 14.5 delete the word “eighty” and replace with “ninety.”</p> <p>At the end of Sub-Clause 14.5, insert:</p> <p>Additional amount released under this Sub-Clause shall be recovered within a period six months.</p> <p>The Contractor shall sign an indenture in the form to be specified by the Engineer for release of any payment under this Sub-Clause.</p>
<p>14.6 Issue of Interim Payment Certificates</p>	<p>At the end of first sentence of Sub-Clause 14.6, add:</p> <p>“and the Contractor has submitted his Permanent Account Number issued by the Nepalese Income Tax Authority, the proof of payment of insurance premia as per the requirement of the Contract.”</p>
<p>14.7 Payment</p>	<p>Delete sub paragraph (b) of Sub –Clause 14.7 and substitute:</p> <p>(b) (i) Based on the statement and supporting documents submitted by the Contractor in respect of Interim Payment Certificate, 80 % of the admissible gross value of Interim Payment Certificate on provisional basis within 7 days after Engineer receives the statement and supporting documents and after taking into account all recoveries including retention amount on 100 % of the value of Interim Payment Certificate. All the statutory deductions will be carried out on the amount payable to the Contractor.</p> <p>(ii) Balance 20% payment on any date between 7th day to 45th day after the date of receipt of the statement and after considering the balance adjustment, statutory deductions & recoveries, if any. In case it is discovered that the Contractor has billed excess amount than that admissible and amount released by the Engineer in 7 days in b(i) was more than 100% of the admissible amount, the Employer shall charge and recover interest on the amount in excess of 80 % due net payment from the next payment to the Contractor at the interest rate mentioned in Sub-Clause 14.2 (a) of these Particular Conditions for the number of days the excess amount was with the Contractor reckoned from the date of its actual payment till the adjustment / recovery of the same. In case of such events</p>

	<p>becoming repetitive, the Engineer shall withdraw such a facility of provisional payment specified under b(i) above and the Contractor shall have no claim whatsoever against the Employer.</p> <p>(ii) Provided always that payment against subsequent Interim Payment Certificate shall not be released until at least one of the immediately preceding two Interim Payment Certificates has been fully paid under sub-clause 14.7 b (ii) above.</p> <p>In sub paragraph (c) of Sub Clause 14.7: delete “56” and substitute with “112”.</p> <p>At the end of Sub-clause 14.7, insert:</p> <p>Monthly cash-flow estimate</p> <p>Employer intends that funds released under the Contract as advance or against work done are utilized for the Works under the Contract itself and Contractor & their sub-contractors/sub-vendors are not able to divert project funds to their other business/purposes.</p> <p>The Contractor shall provide a detailed month-wise cash flow estimate at the beginning of each financial year duly revised at quarterly interval, if required so by the Employer’s Representative.</p> <p>The submission to and consent by the Employer’s Representative of such programmes or the provision of such general descriptions or cash flow estimates shall not relieve the Contractor of any of his duties or responsibilities under the Contract.</p> <p>Joint Dedicated account</p> <p>The Contractor shall open a Dedicated Account for the Works of the Project and all payments to Contractor shall be released through Dedicated Account only. The Dedicated Account shall be jointly operated by Contractor and Employer. For this purpose, appropriate authorization for the operation of Bank account will be done by Employer and Contractor. The Dedicated Account shall be opened by the Contractor with an “A” class Bank in Nepal after Notification of Award. Details of the Dedicated Account shall be submitted by the Contractor with the Employer before submitting request for payment under the Contract including mobilization advance. A sample tripartite agreement has been provided under Section-7 Contract Forms; however, the same shall be subject to change depending on specific conditions, if any as specified by the Bank. The same mechanism shall also apply to the sub-contractors/sub-vendors for works or any part thereof having substantial value of works say 10% of the Accepted Contract Amount.</p> <p>During the currency of the Contract, Contractor, sub-contractors, sub-vendors, or all of them may become subject to any scheme of Corporate Debt Restructuring or any other scheme of debt restructuring (DR Scheme). Since the Dedicated Account involves an independent agreement between the Employer and the</p>
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	<p>Contractor/Sub Contractor/ Sub vendors, the Joint Account/ Agreement shall have an overriding effect over the terms & conditions of the DR Scheme, if any. The Dedicated Account/ Agreement shall not be affected by the terms and conditions of the DR Scheme and the Contractor or its Sub Contractors/Sub vendors shall be required to disclose this condition to the DR Authorities while submitting the case under DR.</p> <p>In case it is observed by the Employer’s Representative that the payments under the Contract are diverted by the Contractor for purposes other than the Works under Contract without prior permission from the Employer’s Representative, then all subsequent payments shall be released through escrow account.</p> <p>For the purpose of opening and operation of Dedicated Account, Contractor shall mean either Sole or Lead Partner of the JV/Consortium with prior consent of other Partner(s) or all the partners of JV/Consortium.</p>
<p>14.8 Delayed Payment</p>	<p>Delete Sub-Clause 14.8 and substitute:</p> <p>Omissions on the part of the Engineer to pay the amount due upon measurement or otherwise shall neither vitiate nor make the Contract void. Further, no claim for interest or damages will be entertained or payable by the Employer upon</p> <ul style="list-style-type: none"> i) any Bank Guarantee or ii) payments in arrears or iii) any balance which may become due on final settlement / reconciliation of the account or iv) withheld by the Employer owing to any dispute or difference between the Parties. <p>Save as above, if the Contractor does not receive undisputed payment in accordance with Sub-clause 14.7 b (i) & (ii) [Payment], the Contractor shall be entitled to receive simple interest as financing charges on the amount unpaid during the period of delay. This period shall be deemed to commence on the date for payment specified in Sub-Clause 14.7 [Payment], irrespective (in the case of its subparagraph (b)) of the date on which any Interim Payment Certificate is issued.</p> <p>These financing charges shall be calculated at the rate stated in Appendix to Tender.</p> <p>The Contractor shall be entitled to this payment without formal notice or certification and without prejudice to any other right or remedy.</p> <p>Further no interest will be paid on disputed claim / amount.</p>
<p>14.9 Payment of Retention Money.</p>	<p>At the beginning of Sub-Clause 14.9, insert:</p> <p>The Contractor may substitute the Retention Money with a bank</p>

	<p>guarantee in the form, and from a source, acceptable to the Employer valid till the end of Defects Notification Period.</p> <p>Bank Guarantee in NPR should be executed on letter head of the “A” class commercial Bank. The Bank Guarantees in INR shall be acceptable only if these are issued by a Scheduled Commercial (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks), duly counter guaranteed by any A class bank in Nepal.</p> <p>Delete first and second paragraph of Sub-Clause 14.9 and substitute:</p> <p>Promptly after the latest of the expiry dates of the Defect Notification Periods, the Retention Money shall be certified by the Engineer for payment to the Contractor (or return of the bank guarantee, which replaced the Retention Money).</p> <p>At the end of Sub-Clause 14.9, insert:</p> <p>In case the Contractor has substituted the retention money with a bank guarantee; the same shall be returned as per stipulation above.</p>
14.10 Statement at Completion	Delete paragraph (c) of Sub-Clause 14.10
14.14 Cessation of Employer’s Liability	<p>At the end of Sub-Clause 14.14, insert:</p> <p>Upon payment of the amount due under the Final Payment Certificate, the Employer shall cease to be liable to the Contractor for any other sum or moneys due under or in connection with the Contract.</p>
After Sub-Clause 14.15, insert new Sub-Clause:	
14.16 Early Completion Incentive	<p>Employer shall pay the Contractor an early completion incentive if the Contractor is able to complete the whole of the Works as per the requirements set out in Clause 8.2 [Time for Completion] before the Time for Completion originally set out in the Contract, without accounting for any extension of time under Clause 8.4 [Extension of Time for Completion]. The early completion incentive shall be payable at the rate specified in the Appendix to Tender. However, the total amount under this Sub-Clause shall not exceed Three percent (3%) of the Accepted Contract Amount.</p> <p>Early completion of the Works shall be evidenced by the issue of Taking-Over Certificate for the entire Works under Sub-Clause 10.1 of these conditions. Early completion of individual milestones/sections shall not be eligible for the payment of early completion incentive.</p>
15 Termination by Employer	
15.2 Termination by	<p>At the end of sub-para (a) of Sub-Clause 15.2, insert:</p> <p>or non-insurance as per requirement of Clause 18 prolongs for a</p>

Employer	<p>period of continuous two months.</p> <p>In the second paragraph delete “14 days” and substitute with “42 days”</p> <p>In sub-para (e), delete the words ‘goes into liquidation’.</p> <p>Insert the following subparagraphs after sub-paragraph (f):</p> <p>(g) if in the judgment of the Employer, the Contractor has engaged in fraudulent or corrupt or collusive or coercive practices, in competing for or in executing the Contract or defaults commitments under Integrity Pact.</p> <p>(h) is found indulging in acts inimical to India/Nepal’s national security.</p> <p>(i) suffers a change in control in violation of Sub-Clause 1.16[Change in Control] during the validity of the Contract.</p>
15.4 Payment after Termination	<p>At the end of Sub-Clause 15.4 insert:</p> <p>If the total amount due to the Employer exceeds payment due to the Contractor, the difference shall be a debt payable to the Employer at interest as applicable for Mobilisation advance under Sub-Clause 14.2, prevailing on the date of release of payment.</p>
16 Suspension and Termination by Contractor	
16.1 Contractor’s Entitlement to Suspend Work	<p>In the 1st paragraph of Sub Clause 16.1, delete “21 days” and substitute “56 days”</p>
16.2 Termination by Contractor	<p>Delete sub-paragraph (d) of Sub-Clause 16.2.</p> <p>In the penultimate paragraph delete “14 days” and substitute “42 days”.</p>
16.4 Payment on Termination	<p>Delete paragraph (c) of Sub-Clause 16.4.</p>
17 Risk And Responsibility	
17.1 Indemnities	<p>In the 1st paragraph of Sub-Clause 17.1 after the words “The Contractor”, insert:</p> <p>“including permitted assignee”.</p>
17.2 Contractor’s Care of the Works	<p>At the end of Sub-Clause 17.2, insert:</p> <p>Upon request of the Contractor, the Engineer may allow an interest-bearing advance for redoing cost in respective IPC (in proportion of INR and foreign currency to the cost of redoing/ repair of damaged work) against submission of Bank guarantee (in proportion of the currencies in which advance/payment is being released) amounting to 110% of the advance/payment to be released to the Contractor.</p> <p>The rate of interest shall be the rate as specified for Mobilization Advance under Sub-Clause 14.2, prevailing on the date of release of</p>

	<p>the advance. Interest shall be recovered on monthly rest basis from monthly IPC. If due to any reason the interest could not be recovered from the respective Interim Payment it would be added to the principal for calculation of the interest for subsequent months.</p> <p>On settlement of the insurance claim the Contractor shall deposit the complete amount settled by the insurance company and balance, if any, shall be recovered by the Engineer in mutually agreed installments so that the whole of the amount is recovered before certification of the 90% of Accepted Contract Amount.</p>
17.3 Employer’s Risks	<p>In sub-paragraph(b) of the Sub-Clause 17.3 delete the word “terrorism”</p> <p>In sub-paragraph (c) of the Sub-Clause 17.3 delete the word “riot”</p>
17.6 Limitation of Liability	In Sub-Clause 17.6, delete all the text after the first paragraph.
18 Insurance	
18.1 General Requirements of Insurance	<p>In the 3rd paragraph from the end of Sub-Clause 18.1 insert the following text after the words “...accordingly”:</p> <p>“or the amount may be recovered from any money due to the insuring party. The amount so paid by the other party shall be considered as debt at interest as applicable for Mobilisation Advance under Sub-Clause 14.2 prevailing on the date of release of payment”.</p> <p>Before the last paragraph of the Sub-Clause 18.1, insert:</p> <p>The Contractor shall take all the insurances required to be taken by it as soon as practicable after the Commencement Date, but in no event later than two months from the Commencement Date.</p> <p>If the Contractor being the insuring party fails to maintain the insurance required to be maintained by it for any duration for which it is required to maintain such insurance and such insurance is not affected by the Employer, then the premium payable for such duration shall be adjusted from the Contract Price, and the Contract Price shall stand reduced by the corresponding sum alongwith administrative charges @ 20% and interest at the rate as stipulated for interest rate on advance in Appendix to Tender for clause 14.2 of GCC/PCC.</p>
18.2 Insurance for Works and Contractor’s Equipment	<p>Delete first sentence of Sub-Clause 18.2 and substitute:</p> <p>The insuring Party shall insure the Works, Plants, Materials and Contractor’s Documents for not less than 125% of Accepted Contract Amount in the joint name with Employer as principal insured. The policies are to be reviewed periodically to maintain them at not less than full replacement cost. In addition to above, policy(ies) shall cover cost of demolition, removal of debris, professional fees, escalation. Insurance policy shall have an express provision to the effect that the insurer shall necessarily obtain prior ‘no objection’ certificate from the Engineer before payment of insurance claim</p>

	<p>under the insurance policy.</p> <p>Delete sub-para (c), (d) and (e) of Sub-Clause 18.2 and substitute:</p> <p>(c) shall cover all loss and damage from any cause except sub para (a) to (g) listed in Sub-Clause 17.3 [Employer’s Risks]</p> <p>(d) shall also cover loss or Damage to a part of the Works which is attributable to the use or occupation by the Employer of another part of the Works and loss or Damage from the risks listed in Sub-paragraph (c), (g) and (h) of Sub-Clause 17.3 [Employer’s Risks], with deductibles per occurrence of not more than the amount stated in the Appendix to Tender (if an amount is not so stated, this Sub-paragraph (d) shall not apply), and</p> <p>(e) The excess amount deducted from the settled claim amount shall be borne by the Contractor and the Employer in proportion to the amount of the share of risk relating to respective parties in settled claim.</p> <p>Delete last paragraph of Sub-Clause 18.2 and at the end of Sub-Clause 18.2, insert:</p> <p>If the Contractor receives instructions from the Employer to insure against any risk listed in sub para (a) to (g) listed in Sub-Clause 17.3 [Employer’s Risks] , such insurance if available shall be affected, at the cost of the Employer, with an Insurance Company acceptable to the Employer and shall be in the joint names of the Contractor and the Employer.</p>
19 Force Majeure	
19.3 Duty to Minimize Delay	<p>At the end of Sub-Clause 19.3, the following is added :</p> <p>If work is stalled for any reason other than natural calamity, Engineer will take the decision to resolve the issue within 60 days or in line with Government’s directives issued from time to time.</p>
19.4 Consequences of Force Majeure	<p>Delete sub-para (b) of Sub-Clause 19.4, and Substitute:</p> <p>(b) notwithstanding provisions elsewhere provided in the Contract for cost compensation resulting from extension of Time for Completion, if the event or circumstance is of the kind described in sub-paragraph (i) to (iv) of Sub-Clause 19.1[Definition of Force Majeure] and, in the case of sub-paragraphs (ii) to (iv) occurs in the Country, payment of 75% of such Cost.</p>
20 Claims, Disputes And Conciliation	
20.1 Contractor’s Claims	<p>In Sub-Clause-20.1 delete paragraphs 5 to 7 i.e. “Within 42 days after the Contractor ... as he has been able to substantiate” and substitute:</p> <p>Within 15 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim or within such other period as may be proposed by the Contractor and approved by the Engineer, the Contractor shall send to the Engineer a fully detailed claim which includes full supporting particulars of the</p>

	<p>basis of the claim and of the extension of time. If the event or circumstance giving rise to the claim has a continuing effect:</p> <ul style="list-style-type: none">a) this fully detailed claim shall be considered as interim,b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed and such further particulars as the Engineer may reasonably require; andc) the Contractor shall send a final claim within 90 days after the end of the effects resulting from the event or circumstance or within such other period as may be proposed by the Contractor and approved by the Engineer. <p>Within 45 days after receiving all particulars supporting claim or within such other period as may be proposed by the Engineer and agreed by the Contractor, the Engineer shall respond with approval or with disapproval and detailed comments.</p> <p>Each Payment Certificate shall include such amounts for any claim as have been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim under the Contract, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.</p> <p>Further, the resources (Equipment/Manpower) shown in the Data Sheet, are solely the Contractor's estimate and the Contractor has committed to deploy the resources indicated to complete the Works within the Time for Completion. No claims will be entertained on the grounds that there has been less progress than anticipated using these resources. The causes or hindrances would have to be established by the Contractor independently. By making these Data Sheets as part of the Contract, the Contractor is not absolved from the responsibility of deploying additional resources to complete the Works within Time for Completion. No payments would be made towards the expenses incurred on deploying the additional resources as such unless expressly agreed by the Employer in writing.</p> <p>No interest shall be paid by the Employer on the disputed/ claimed amount for the period upto determination and notification of the same to the Contractor by the Engineer, decision of the Independent Engineer or settlement reached through Conciliation.</p> <p>No claim for extension of Time for Completion or for additional payment, including delay damages, shall be admissible if such claim has been made beyond 28 days from the end of the financial quarter to which such claim relates, in accordance with Sub-Clause 8.4 [Extension of Time for Completion]. It is clarified even if the claim for extension of Time for Completion or for additional payments is a continuing claim arising out of a continuing cause of action, the Contractor shall make so much of the claim that relates to a financial quarter within 28 days of the end of that financial quarter. Time shall</p>
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	<p>be essence for making of claims for extension of Time for Completion and/or additional payments or delay damages.</p>
<p>20.2 Appointment of the Independent Engineer</p>	<p>Delete Sub-Clause 20.2 and substitute:</p> <p>Disagreement shall be adjudicated by an Independent Engineer (IE) in accordance with Sub-Clause 20.4 [Obtaining Independent Engineer's Decision].</p> <p>The Parties i.e., Employer & Contractor shall jointly select one Member from the panel of domain specific Experts being maintained by Ministry of Power (MoP), Government of India to act as Independent Engineer for the Contract. The appointment shall be made within 28 days of signing of Contract Agreement and shall be valid upto Time for Completion specified under Sub-Clause 1.1.3.3 [Time for Completion].</p> <p>It shall be ensured that there is no conflict of interest and IE has not been engaged for providing any other services to any of the Parties in the last three years.</p> <p>The term of appointment of IE can be further renewed on a year-on-year basis as may be mutually agreed between the Employer and the Contractor subject to the consent of IE and final approval by the MoP.</p> <p>The agreement between the Parties and the IE shall incorporate by reference the General Conditions of Independent Engineer Agreement contained in the Appendix to these Conditions, with such amendments as are agreed between them.</p> <p>The terms of the remuneration of IE, shall be as specified in the General Conditions of Independent Engineer Agreement. The cost and expenses of IE shall be equally shared by both Parties.</p> <p>In the event of non-performance of obligations/services by the IEs at any time during the duration of its contract, the Employer, and the Contractor, on mutually agreed basis, shall have the right and discretion to terminate IEs contract by giving a termination notice of thirty (30) days to IE. The appointment of the IE can only be terminated by mutual agreement of both Parties, but not by the Employer or the Contractor acting alone.</p> <p>In case the expert is dropped by the Ministry from its panel, a new expert would be selected by the Parties for performing the duties of IE.</p> <p>The replacement shall be appointed in the same manner as the replaced person was required to have been nominated, as described in this Sub-Clause.</p>
<p>20.3 Failure to Agree Independent Engineer</p>	<p>Delete Sub-Clause 20.3 and substitute:</p> <p>If any of the following conditions apply, namely:</p> <p>(a) the Parties fail to agree upon the appointment of the Independent Engineer by the date stated in the first paragraph of Sub-Clause 20.2, or</p> <p>(b) the Parties fail to agree upon the appointment of a</p>

	<p>replacement person within 42 days after the date on which the IE declines to or is unable to act as a result of death, disability, resignation or termination of appointment, removal from MoP’s panel etc.,</p> <p>then the IE shall be appointed by draw of lots among the experts named in the panel of MoP. This appointment shall be final and conclusive.</p>
<p>20.4 Obtaining Independent Engineer’s Decision</p>	<p>Delete Sub-Clause 20.4 and substitute:</p> <p>If a disagreement (of any kind whatsoever) arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works, including any disagreement as to any certificate, determination, instruction, opinion, or valuation of the Employer, then either Party may refer the disagreement in writing to the IE for its decision, with a copy to the other Party. Such reference shall state that it is given under this Sub-Clause and shall be in the Standard Format for Disagreement filing attached as Annexure-V. Necessary documentary evidences shall be submitted with the reference. The reference will not be admissible without initial documentary evidence.</p> <p>IE shall act as per the Standard Operating Procedure (SOP) attached as Annexure-IV.</p> <p>IE will examine the issue(s) referred by the Parties by conducting inspections involving field measurements as may be required to further investigate and to also conduct hearing/mediation with both the parties.</p> <p>Based on the preliminary hearing of the Parties, IE shall prescribe resolution timeline depending upon the number and nature of disagreements subject to a maximum duration of thirty (30) days or within extended timeline under extraordinary circumstances and for reasons to be recorded in writing.</p> <p>Both Parties shall promptly make available to the IE all information, access to the Site, and appropriate facilities, as the IE may require for the purposes of making a decision on such dispute. Necessary information sought by IE during the course of investigation shall be provided in a time bound manner by both the Parties and non-compliance of the same shall lead to imposition of penalties by the IE.</p> <p>The IE shall be deemed to be not acting as arbitrator.</p> <p>The IE’s decision shall be reasoned and shall state that it is given under this Sub-Clause. However, if the Parties have not paid in full the invoices submitted by IE pursuant to Clause 6 of the Appendix, the IE shall not be obliged to give its decision until such invoices have been paid in full.</p> <p>The decision shall be binding on both Parties, who shall promptly give effect to it unless and until it shall be revised in an amicable settlement or a conciliation agreement / arbitral award as described below. Unless the Contract has already been abandoned, repudiated or terminated, the Contractor shall continue to proceed with the Works in accordance with the Contract.</p>

	<p>If either Party is dissatisfied with the IE's decision, then either Party may, within 28 days after receiving the decision, give notice to the other Party of its dissatisfaction.</p> <p>If the IE fails to give its decision within the period of 30 days (or extended timeline) after receiving such reference, then either Party may, within 28 days after this period has expired, give notice to the other Party of its dissatisfaction.</p> <p>In either event, this notice of dissatisfaction shall state that it is given under this Sub-Clause, and shall set out the matter in dispute and the reason(s) for dissatisfaction. Except as stated in Sub-Clause 20.7 [Failure to Comply with Independent Engineer's Decision] and Sub-Clause 20.8 [Expiry of Independent Engineer's Appointment], neither Party shall be entitled to commence Conciliation for a dispute unless a notice of dissatisfaction has been given in accordance with this Sub-Clause.</p> <p>If the IE has given its decision as to a matter in disagreement to both Parties, and no notice of dissatisfaction has been given by either Party within 28 days after it received the IE's decision, then the decision shall become final and binding upon both Parties.</p> <p>Decision of IE shall be final and binding on the parties for all the cost claims up to and inclusive of Rs. 10 Crores and such decision of IE shall not be subject to Conciliation. The amount Rs. 10 Crore is Claim amount or Counter claim amount whichever is higher excluding interest.</p>
<p>20.5 Amicable Settlement</p>	<p>Delete Sub- Clause 20.5 and substitute:</p> <p>Where notice of dissatisfaction has been given under Sub-Clause 20.4 above, both Parties shall attempt to settle the dispute amicably before the commencement of Conciliation. However, unless both Parties agree otherwise, Conciliation may be commenced on or after the fifty-sixth day after the day on which a notice of dissatisfaction and intention to commence Conciliation was given, even if no attempt at amicable settlement has been made.</p>
<p>20.6 Conciliation</p>	<p>Delete Sub- Clause 20.6 and substitute:</p> <p>Subject to Sub-Clause 20.4 and 20.5 of these Conditions, unless settled amicably, any dispute in respect of which the IE's decision (if any) has not become final and binding, may be referred by either party to Conciliation Committee of Independent Experts (CCIE) constituted by Ministry of Power(MoP). The Conciliation shall be conducted as per the procedure notified by the MoP vide O.M. no. F. No. 1112212021- Th.II dated 29.12.2021 or any amendments issued subsequently.</p> <p>In the event of any dispute or difference relating to the interpretation and application of the provision of commercial contract (s) between Central Public sector Enterprise (s)/Port Trusts inter se and also between CPSEs and Governmental Departments/Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by</p>

	<p>either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) having two level (Tier) structures in terms of DPE Office Memorandum No. 4(1)/2013-DPE (GM)/FTS-1835 dated 22.05.18 or any amendments issued subsequently.</p> <p>In case of failure of the conciliation process at the level of Conciliation Committee, the parties may withdraw from conciliation process and take recourse to Arbitration Proceedings or the laid down legal process of Courts. In case of Arbitration, the same shall be carried out in accordance with Nepal Arbitration Act 2055 (1999) including amendments made from time to time and the Rules of India International Arbitration Centre (IIAC). The cost and expenses of Arbitration proceedings will be borne equally by each party. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each Party itself.</p> <p>Performance under the Contract shall continue during the conciliation/arbitration proceedings and payments due to the Contractor by the Employer shall not be withheld, unless they are the subject matter of the conciliation/arbitration proceedings.</p>
<p>20.7 Failure to Comply with Independent Engineer’s Decision</p>	<p>Delete Sub- Clause 20.7 and substitute:</p> <p>In the event that:</p> <p>(a) neither Party has given notice of dissatisfaction within the period stated in Sub-Clause 20.4 [Obtaining Independent Engineer’s Decision],</p> <p>(b) the IE's related decision (if any) has become final and binding, and</p> <p>(c) a Party fails to comply with this decision,</p> <p>then the other Party may, without prejudice to any other rights it may have, refer the failure itself to Conciliation under Sub-Clause 20.6 [Conciliation]. Sub-Clause 20.4 [Obtaining Independent Engineer’s Decision] and Sub-Clause 20.5 [Amicable Settlement] shall not apply to this reference.</p>
<p>20.8 Expiry of Independent Engineer’s Appointment</p>	<p>Delete Sub- Clause 20.8 and substitute:</p> <p>If a disagreement arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works and there is no IE in place, by reason of the expiry of the IE's appointment:</p> <p>(a) Sub-Clause 20.4 [Obtaining Independent Engineer’s Decision] and Sub-Clause 20.5 [Amicable Settlement] shall not apply, and</p> <p>(b) the dispute may be referred directly to Conciliation under Sub-Clause 20.6 [Conciliation].</p>
<p>Appendix General</p>	<p>- Delete the Appendix and substitute :</p>

<p>Conditions of Independent Engineer Agreement</p>	<p>1 Definitions</p> <p>"Independent Engineer Agreement" is a tripartite agreement by and between:</p> <ul style="list-style-type: none"> (a) the "Employer"; (b) the "Contractor"; and (c) the "Independent Engineer " <p>The Employer and the Contractor have entered (or intend to enter) into a contract, which is called the "Contract" and is defined in the Independent Engineer Agreement, which incorporates this Appendix. In the Independent Engineer Agreement, words and expressions which are not otherwise defined shall have the meanings assigned to them in the Contract.</p> <p>2 General Provisions</p> <p>The Independent Engineer Agreement shall take effect when the Employer, the Contractor and Independent Engineer have signed a dispute adjudication agreement.</p> <p>When the Independent Engineer Agreement has taken effect, the Employer and the Contractor shall each give notice to the Independent Engineer accordingly. If the Independent Engineer does not receive either notice within six months after entering into the Independent Engineer Agreement, it shall be void and ineffective.</p> <p>This employment of the Independent Engineer is a personal appointment. No assignment or subcontracting of the Independent Engineer Agreement is permitted without the prior written agreement of all the Parties to it.</p> <p>3 Warranties</p> <p>The Independent Engineer warrants and agrees that he/she is and shall be impartial and independent of the Employer, the Contractor and the Employer's Representative. The Independent Engineer shall promptly disclose, to each of them, any fact or circumstance which might appear inconsistent with his/her warranty and agreement of impartiality and independence.</p> <p>4 General Obligations of the Independent Engineer</p> <p>The Independent Engineer shall:</p> <ul style="list-style-type: none"> (a) have no interest financial or otherwise in the Employer or the Contractor, nor any financial interest in the Contract except for payment under the Independent Engineer Agreement; (b) not previously have been employed as a consultant or otherwise by the Employer or the Contractor within last three years; (c) have disclosed in writing to the Employer and the Contractor, before entering into the Independent Engineer Agreement and
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	<p>to his/her best knowledge and recollection, any professional or personal relationships with any director, officer or employee of the Employer or the Contractor, and any previous involvement in the overall project of which the Contract forms part;</p> <p>(d) not, for the duration of the Independent Engineer Agreement, be employed as a consultant or otherwise by the Employer or the Contractor, except as may be agreed in writing by the Employer and the Contractor;</p> <p>(e) comply with the annexed procedural rules and with Sub-Clause 20.4 of the Conditions of Contract;</p> <p>(f) not give advice to the Employer, the Contractor, the Employer's Personnel or the Contractor's Personnel concerning the conduct of the Contract, other than in accordance with the annexed procedural rules;</p> <p>(g) not while an Independent Engineer enter into discussions or make any agreement with the Employer or the Contractor regarding employment by any of them, whether as a consultant or otherwise, after ceasing to act under the Independent Engineer Agreement;</p> <p>(h) ensure his/her availability for any site visit and hearings as are necessary; and</p> <p>(i) treat the details of the Contract and all the IE's activities and hearings as private and confidential, and not publish or disclose them without the prior written consent of the Employer and the Contractor.</p> <p>5 General Obligations of the Employer and the Contractor</p> <p>The Employer, the Contractor, the Employer's Personnel and the Contractor's Personnel shall not request advice from or consultation with the Independent Engineer regarding the Contract, otherwise than in the normal course of the IE's activities under the Contract and the Independent Engineer Agreement, and except to the extent that prior agreement is given by the Employer and the Contractor. The Employer and the Contractor shall be responsible for compliance with this provision, by the Employer's Personnel and the Contractor's Personnel respectively.</p> <p>The Employer and the Contractor undertake to each other and to the Independent Engineer shall not, except as otherwise agreed in writing by the Employer and the Contractor:</p> <p>(a) be appointed as an arbitrator in any arbitration under the Contract;</p> <p>(b) be called as a witness to give evidence concerning any dispute before arbitrator(s) appointed for any arbitration</p>
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	<p>under the Contract; or</p> <p>(c) be liable for any claims for anything done or omitted in the discharge or purported discharge of the Independent Engineer 's functions, unless the act or omission is shown to have been in bad faith.</p> <p>The Employer and the Contractor hereby jointly and severally indemnify and hold the Independent Engineer harmless against and from claims from which he/she is relieved from liability under the preceding paragraph.</p> <p>6 Payment</p> <p>The Independent Engineer shall be paid as follows:</p> <p>(a) Retainership Fee: A retainer fee of Rs. 133100 per Month fixed for FY 2024-25 for 'Independent Engineer' which shall be considered as payment in full for :</p> <p>being available on a notice of 2 weeks for' all site visits and hearings;</p> <p>becoming and remaining conversant with all the project developments and maintaining relevant files; and</p> <p>compensating all office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with his duties.</p> <p>The retainer fee of Independent Engineer, shall be increased annually by 10%. Further, an Expert, shall not be in the retainership of more than two contracts concurrently with the same Employer. In case of two contracts, IE shall draw retainership fee limited to one contract only i.e. Rs. 133100 per Month fixed for FY 2024-25. The duration of retainership shall be for such duration as may be mutually decided by the Employer and Contractor but shall not in any case extend beyond 3 months after the completion of works as per the Contract. The retainership fee shall be shared by the Employer and the Contractor equally but shall initially be paid to the IE by the Employer.</p> <p>(b) Site Visit Fee : A daily visiting fee of Rs 26,620/- (fixed for FY 24-25) to either project site or project office, anywhere in Nepal, limited to a maximum of 10 days in a month for Expert, shall be paid for hearing, preparing reports etc. The daily fee shall be shared by the Employer and the Contractor equally but shall initially be paid to the IE by the Employer. The daily visiting fee of Expert, as mentioned above, shall be increased on yearly basis @10%.</p> <p>(c) Reimbursement of travel, boarding/lodging expenses incurred by 'Independent Engineer': The travel, boarding/lodging expenses of the 'Independent Engineer, as per entitlement of Executive Director of Employer, would be paid initially by the Employer. If</p>
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	<p>any expert of 'Independent Engineer' does not receive payment of the amount due within 30 days after submitting claim, the expert shall be free to suspend his/her services without notice until the payment is received.</p> <p>(d) Meeting Expenses: All the payments for holding the meeting would be initially paid by the Employer and shall be shared equally by the Employer and Contractor.</p> <p>(e) Sharing of Expenses on Independent Engineer : All the payments for holding the meeting, site visits, reimbursement of travel, boarding/lodging expenses and monthly compensation of 'Independent Engineer' shall be shared equally by both the parties i.e. Employer and Contractor.</p> <p>7 Default of the Independent Engineer</p> <p>If the IE fails to comply with any obligation under Clause 4, he/she shall not be entitled to any fees or expenses hereunder and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses received by the IE, for proceedings or decisions (if any) of the IE which are rendered void or ineffective.</p>
<p>Annex - Procedural Rules</p>	<p>The Annex stands deleted and substituted with the following:</p> <ol style="list-style-type: none"> 1 The Employer and the Contractor shall furnish to the IE one copy of all documents which the IE may request, including Contract documents, progress reports, variation instructions, certificates, and other documents pertinent to the matter in disagreement. All communications between the IE and the Employer or the Contractor shall be copied to the other Party. 2 The IE shall proceed in accordance with Sub-Clause 20.4 and these Rules. Subject to the time allowed to give notice of a decision and other relevant factors, the IE shall: <ol style="list-style-type: none"> (a) act fairly and impartially as between the Employer and the Contractor, giving each of them a reasonable opportunity of putting his case and responding to the other's case, and (b) adopt procedures suitable to the disagreement, avoiding unnecessary delay or expense. 3 The IE may conduct a hearing on the disagreement, in which event it will decide on the date and place for the hearing and may request that written documentation and arguments from the Employer and the Contractor be presented to it prior to or at the hearing. 4 Except as otherwise agreed in writing by the Employer and the Contractor, the IE shall have power to adopt an inquisitorial procedure, to refuse admission to hearings or audience at hearings to any persons other than representatives of the Employer and the Contractor, and to proceed in the absence of any party who the IE is satisfied received notice of the hearing; but shall have discretion

	<p>to decide whether and to what extent this power may be exercised.</p> <p>5 The Employer and the Contractor empower the IE, among other things to:</p> <ul style="list-style-type: none">(a) establish the procedure to be applied in deciding a disagreement,(b) decide upon the IE's own jurisdiction, and as to the scope of any disagreement referred to it,(c) conduct any hearing as it thinks fit, not being bound by any rules or procedures other than those contained in the Contract and these Rules,(d) take the initiative in ascertaining the facts and matters required for a decision,(e) make use of its own specialist knowledge, if any,(f) decide upon the payment of financing charges in accordance with the Contract,(g) decide upon any provisional relief such as interim or conservatory measures, and(h) open up, review and revise any certificate, decision, determination, instruction, opinion or valuation of the Employer, relevant to the disagreement. <p>6 The IE shall not express any opinions during any hearing concerning the merits of any arguments advanced by the Parties. Thereafter, the IE shall make and give its decision in accordance with Sub-Clause 20.4, or as otherwise agreed by the Employer and the Contractor in writing.</p>
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Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

APPENDIX TO TENDER

Sub- Clause	Data to be given	Data
1.1.2.2	Employer's name and address	SJVN Lower Arun Power Development Company (P) Ltd. (SLPDC), Satluj Bhawan, Arun Sadan, Tumlingtar, Nepal
1.1.2.3	Contractor's name and address	As indicated in LOA.
1.1.2.4	Engineer's name and address	To be nominated by the Employer
1.1.3.3	Time for Completion of the Works	54 months reckoned from date of Letter of Acceptance
1.1.3.7	Defects Notification Period	365 days
1.3 (a) (ii)	Electronic transmission system	e-mail
1.3(c)	Recipient's address	As stated under 1.1.2.2, 1.1.2.3 and 1.1.2.4
1.4	Governing Law	Laws of Govt. of Nepal. The courts in Nepal shall have exclusive jurisdiction.
1.4	Ruling language	English
1.4	Language for communications	English and Hindi
1.8	Additional paper copies of Contractor's documents	35 sets in hard copy and one set in electronic form
2.1	Time for access to the site	Within 15 Days from the Commencement Date
3.1(e)(ii)	% above which Engineer shall obtain specific approval of Employer	As per internal Delegation Of Power of level of Engineer
3.5	Idle Time Cost Claim	Refer Annexure-I
4.2	Amount of Performance Security	5 % of the Accepted Contract Amount, in the currencies and proportions in which the Contract Price is payable.
4.2	Amount of Performance Security for Sub Contractor's Performance.....	5% of the value of sub contracted works, in the currencies and proportions in which the Contract Price is payable. In that case, amount of work sub-let shall be reduced from Accepted Contract Amount for purpose of calculation of amount of Performance Bank Guarantee to be submitted by Contractor.
4.17 (a)	Key Construction Equipment	As per Data Sheet 3C
4.17	Adjustment of Contract Price for deficiency in deployment of Equipment	To be decided by Engineer
4.28	Duration of Milestones	As per Clause 8.7

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4.28	Delay Damages for Milestones	As per Clause 8.7
4.28	Maximum amount of Delay Damages for Milestones	As per Clause 8.7
8.4	Specific durations from interface activities	Not applicable
8.7	Interdependent Mile stones	Completion month from date of LOA
		MS-1: Completion of excavation of Adit-1/ Spill Tunnel (14 months)
		MS-2: Breakthrough between Face-4 and Face-5 (42 months)
		MS-3: Erection of Spill Tunnel Gate (46 month)
		MS-4: Completion of works under the Contract required for commissioning of the Project (53 months)
8.7	Delay Damages for the Works as a whole	0.05% of the Accepted Contract Amount per day of delay in completion of Works as a whole.
8.7	Maximum amount of delay damages	10% of the Accepted Contract Amount.
14.2	Interest rate for Mobilisation and Equipment advance	State Bank of India one year MCLR plus margin of 150 basis points.
14.2	Interest rate for Special advance and Advance against LC	State Bank of India one year MCLR plus margin of 250 basis points.
14.3	Percentage of Retention Money	5 %
14.5 (b)(i) and 14.5 (c) (i)	The relevant Plant and Materials	Cement, Steel, Diesel, Explosives and Spare Parts of Equipment
14.8	Financing charges for delayed payment	8 % per annum
14.15	Currency/currencies of payment	For conversion from INR to NPR and vice versa, a factor of 1.6 will be considered. For conversion from other currencies, Market bills selling exchange rate for similar transactions at the end of the day for the end of respective accounting period, as published by SBI, shall be considered.
14.16	Rate of Early Completion Incentive	0.3 % of Accepted Contract Amount per month of early completion, subject to maximum

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		of 3.0 % of Accepted Contract Amount.
18.1	Insuring party	Insuring party is the “Contractor”.
18.1	Period of submission of insurance	60 days from issuance of LOA
18.2	Insuring party	Insuring party is the “Contractor”.
18.2(d)	Maximum amount of deductibles for insurance of the Employer’s risks as well as other risks	10% of each loss subject to a minimum of INR 50 Million.
18.3	Minimum amount of third party insurance	NPR 100 million on reinstatement basis
20.2	Date by which the IE shall be appointed	Six months after the Commencement Date.

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Annexure-I

(Refer Sub-clause 3.5, Appendix to Tender)

Procedure for determination of Cost related to extension of Time for Completion

The valuation of idling time cost claims of the Contractor's shall cover compensation for idling time related cost as given below:

(a) Cost of owned/leased/hired Equipment

Cost of owned Equipment will comprise of the following elements:

i. Depreciation Cost

X: Annual Depreciation (based on life in years)

$$= (0.9 \times \text{Book Value}) / \text{Life in years.}$$

Y: Annual Depreciation (based on life in hours)

$$= \{ (0.9 \times \text{book value}) / \text{Schedule life in Hrs} \} \times \text{Annual Schedule Production Hours}$$

$$\text{Annual depreciation} = (X + Y) / 2$$

$$\text{Depreciation cost} = \{ (\text{Idle period in days} / 365) \times 0.50 \times \text{Annual Depreciation} \}.$$

However, if the equipment has completed its scheduled life in years, in that case the depreciation shall be considered as zero.

ii. Interest on capital Investment: (Rate of Interest #/100) × Average Annual Cost

The average annual cost is determined as follows:

$$\text{Average Annual Cost} = \text{Book value of Equipment} \times (n+1) / 2n$$

Where:

- “n” refer for number in years of life of equipment.
- Book value = purchase price plus freight, insurance, all taxes and duties, port clearance charges, erection and commissioning charges and other incidental charges.

the interest rate shall be the rate of interest applicable for Construction Equipment advance in the Contract.

iii. Insurance Charges

Insurance charges in respect of insurance policy applicable and availed for the Equipment shall be considered as per actuals.

(b) Cost of Labour

The labour directly engaged for the works at Site by the Contractor or through Subcontractor, as verified by the Engineer, will be reimbursed for idle period in case Contractor produces proof that idle labour has been paid wages during the period of idling.

Cost of equipment related labour, as verified by Engineer, will be worked out as per CWC

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norms limited to actual whichever is lower.

The above cost will be considered for payment based on the supporting details such as attendance sheet, receipt of deposit of provident fund duly certified by the Contractor.

In addition to actual cost of labour, indirect charges shall be considered. The indirect charges (other than salary) shall be considered as per the latest CWC norms for skilled and unskilled labour. Indirect charges shall be applicable on the basic wages. Basic wages means component of wages on which statutory deductions like Employee Provident Fund is deposited to the statutory authority.

(c) Cost of Site staff

The Cost of site executives/supervisory staff shall be considered for payment as per actual. The site staff implies all the staff posted at the site excluding staff posted at the Head office. Cost of site staff shall be supported by relevant documents. The cost shall be considered for payment based on the supporting details in form of pay ledger, bank details, detailed pay slips, Form 16 of Income tax issued by the Contractor as well as SubContractor's and receipt of deposit of Provident Fund duly certified by the Contractor. In this head, staff physically deployed at site shall only be considered.

(d) Interest on Mobilization Advance

The Contractor shall give amount of expenditure along with their period duly certified by their statutory auditors towards the utilization of the mobilization advance for the Works. On the basis of the certification made by the Statutory Auditor an average investment for the period may be considered and the amount of interest on mobilization advance worked out accordingly. Further, for the purpose of calculation of interest on mobilization advance, interest rate as mentioned in the relevant Contract shall be considered. The cost of construction equipment purchased by the Contractor out of the mobilization advance on which interest on capital investment is already considered at Sl.No. a (ii) above shall be excluded for the purpose of working out interest on Mobilization advance.

However, where the events giving rise to admissible cost claim to the Contractor do not disrupt whole of the Works but only particular component/structure of the Project, then the admissible interest on mobilization advance payable to the Contractor shall be worked out on prorata basis.

(e) Overheads

Overhead costs include but not limited to Office and share of head office expenses, Legal charges, General establishment, Watch and Ward, Local conveyance, Travelling expenses, Social welfare, salaries of Managerial and clerical staff etc. and Publicity etc.

$$\text{Overhead Charges} = \frac{5\% \text{ of Contract price} \times \text{authorized Time Extension entitling cost claim}}{\text{Contractual Construction Period}}$$

The lump-sum component of overhead as 5% shall cover all other charges not included expressly in any of the items of claim at Sl. (a) to (d) as above.

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(f) Bank Guarantees and Insurance charges

These charges are to be considered towards cost compensation for the idle period based upon documentary evidence of payment of premium amount by the Contractor towards Performance Bank Guarantee, Retention Money Bank Guarantee and Contractor's All Risk (CAR) Insurance Policy.

(g) The taxes applicable on cost claims

The applicable taxes on the above elements of cost claim shall be reimbursed to the Contractor as per actuals based on the documentary evidence.

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Annexure-II
(Refer clause 8.4)

Specified Durations for Interface Activities

Not Applicable

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

Annexure-III
(Refer clause 13.8)

Calculation of weightages for Price Adjustment Formula

Components	Fixed	Steel	Labour (Skilled)	Labour (Un-Skilled)	HSD	Machinery	Cement	Other Materials
	F	s	l	u	b	e	c	m
Category-I	15	21	11	7	7	9	18	12
Category-II	15	21	11	7	7	9	18	12
Category-III	15	21	11	7	7	9	18	12
Category-IV	15	21	11	7	7	9	18	12
Category-V	15	21	11	7	7	9	18	12

Category VI

Components	Fixed	Steel	Labour (Skilled)
	F	s	l
HM supply	0.15	0.50	0.35
HM erection and other Services	0.15	0.15	0.70

Annexure-IV

(Refer sub-clause 20.4 of PCC)

Standard Operating Procedure (SOP) for Independent Engineer

S. No.	Key Tasks	Stakeholder involvement	Activity description	Proposed Timeline
1	Reference of Disagreement	<ul style="list-style-type: none"> – Contractor – Employer 	Case Filing — A Disagreement begins when claimant party submits a demand for intervention by IE in the prescribed format along with documentary evidence. Demand without initial documentary evidence will not be admissible for IE intervention.	Day 0
2	Preliminary Hearing & Scheduling	<ul style="list-style-type: none"> – Independent Engineer – Contractor – Employer 	Preliminary hearing and scheduling process- IE to organize a preliminary hearing with the parties and prescribe suitable timeline for resolution or settlement.	Day 1 to Day 6
3	Finalisation of Issues	<ul style="list-style-type: none"> – Independent Engineer 	Finalisation of Issues — After due examination and diligence to finalise the issues requiring resolution.	Day 3 to 9
4	Hearing/ Mediation	<ul style="list-style-type: none"> – Independent Engineer – Contractor – Employer 	Hearing / Mediation—The parties and IE meet in person to conduct the Hearings.	Day 4 to 12
5	Inspection	<ul style="list-style-type: none"> – Independent Engineer 	Inspection- IE conducts the inspections involving field measurements, if any, to further investigate evidence conferred to the IE by both parties during the hearing.	Day 5 to 17
6	Post Inspection Briefs	<ul style="list-style-type: none"> – Independent Engineer – Contractor – Employer 	Post-Inspection Briefs - After the inspection takes place; both the parties may come up with additional testimony, as permitted by the IE.	Day 10 to 30
7	Closure	<ul style="list-style-type: none"> – Independent Engineer 	Closure - IE closes the report on the case and issues a decision, along with any claim settlement, if applicable.	Day 10 to 30

Standard Format for Disagreement Filing

1. Name of Party	2. Disagreement Reporting Date	3 Has the documentary Evidence been Submitted
4 Contract Reference number	5. Party Representative Name Reporting Disagreement	<input type="checkbox"/> Yes
	Name: Contact	<input type="checkbox"/> No
	Details:	<input type="checkbox"/> Not Applicable
6. Name of Independent Engineer IE	7. IE Contact details	8. Disagreement Reference Number (to be allocated by IE)
9. Supplementary Note Recording the Disagreement		
[Text] Documentary Evidences to be Annexed		
10. Critical Engineering Expertise Relevant to Investigate the Disagreement (Check All Required)		
<input type="checkbox"/> Engineering Design <input type="checkbox"/> Geology <input type="checkbox"/> Civil works <input type="checkbox"/> Hydro Mechanical <input type="checkbox"/> Electro Mechanical <input type="checkbox"/> Electrical Switchgear <input type="checkbox"/> Quality Assurance & Inspection		
11. Record Notes of Preliminary hearing Organized by IE with the parties		
[Text] Documentary Evidences by Parties along with MoM to be Annexed		
12. Brief Narration on discovery process - after Preliminary hearing & listing of next step to examine the issues and procedural difficulties relating to the case		
[Text] Documentary Evidences to be Annexed		
13. Record notes of Hearing/Mediation between the parties and IE		
[Text] Documentary Evidences with Video Records to be Annexed		
14. Inspection Records with Field Measurements Conducted by IE		
[Text] Documentary Evidences to be Annexed		
15. Record notes of Inspection Briefs by IE along with additional testimony by the Parties if any		
[Text] Documentary Evidences & inspection Reports to be Annexed		
16. Closure Report by IE with Decision & Claim settlement if applicable		
[Text] Documentary Evidences to be Annexed		
Final Acceptance by All the Parties		

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

Section 7: Contract Forms

Table of Contents

1	Form of Agreement
2	Performance Security Form (Sole Bidder)
3	Performance Security Form (JV/Consortium)
4	Bank Guarantee for Advance Payment
5	Indenture for Secured Advances
6	Form of Taking- Over Certificate
7	Bank Guarantee Form for Release / Payment of Retention Money
8	Hindrance Register
9	Proforma for Independent Engineer Agreement
10	Proforma for Hypothecation Deed for new Construction Equipment
11	Proforma for Tripartite Agreement for Joint Dedicated account

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

1. FORM OF AGREEMENT

(To be executed on non-judicial Stamp paper of appropriate value)

(Refer Sub-clause 1.6 of GCC)

AGREEMENT

This agreement is made on _____ day of _____ Two Thousand ----- between the SJVN Lower Arun Power Development Company Pvt. Ltd. (SLPDC) a company organised and existing under the laws of Nepal and having its Registered Office/Principal Place of Business at Satluj Bhawan, Arun Sadan, Tumlingtar, Distt. Sankhuwasabha, Nepal (hereinafter called the "Employer" which expression shall unless repugnant to the subject or context or meaning thereof include its successors, administrators, executors and assigns) of the one part and M/s _____ registered under the _____ Act and having its principal / registered office at _____ (herein after called "the Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the other part.

WHEREAS the Employer is desirous that certain Works should be executed by the Contractor, viz: Package _____ **HE Project**, _____ and has accepted the Bid of the Contractor for the execution and completion of such Works and the remedying of any defects therein at the cost of ` ----- - (Rupees-----).

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - i) the Letter of Acceptance
 - ii) the Letter of Tender and the Appendix to Bid
 - iii) the Particular Conditions of the Contract
 - iv) the General Conditions of the Contract (FIDIC's Conditions of Contract for Construction 1999 Edition)
 - v) the Technical Specifications
 - vi) the Tender Drawings
 - vii) the priced Bill of Quantities
 - viii) Data Sheets
 - ix) Information for Bidders
 - x) any other documents forming part of the Contract.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy the defects therein in conformity in all respect in accordance with the provisions of the Contract.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written, at ----- (name of place).

The Common Seal of _____

was hereunto affixed in the presence of:

For and on behalf of the Contractor

For and on behalf of SLPDC

Signature-----

Signature-----

(Designation)-----

(Designation)-----

Place:

Place:

Witnessed by:

Witnessed by:

1.-Name & Address

1. Name & Address

2. Name & Address

2. Name & Address

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

2. PERFORMANCE SECURITY FORM

(Refer Sub-clause 36 of ITB)
(To be submitted by the Contractor)

Bank Guarantee

(To be stamped in accordance with Stamp Act
if any, of the Country of the Issuing Bank)

Bank Guarantee No.....

Date.....

To,
[Employer's Name & Address]

Dear Sirs,

In consideration of the ... [Employer's Name]..... (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s[Contractor's Name]..... with its Registered/Head Office at (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Employer's Letter of Acceptance No..... dated..... and the same having been acknowledged by the Contractor, for -----[Contract sum in figures and words] for[Name of the work] and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to(*).....of the said value of the aforesaid work under the Contract to the Employer.

We[Name & Address of the Bank].....having its Head Office at.....(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of(*)..... as aforesaid at any time upto(@)..... [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till(+)..... [days/month/year] whichever is earlier.

(**)

The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under the law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

- i) Our liability under this Bank Guarantee shall not exceed _____(*)_____.
- ii) This Bank Guarantee shall be valid upto _____(+)______.
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Employer serves upon Bank a written claim or demand on or before _____(@)______

Dated thisday of20_.....at.....

WITNESS

..... (Signature)	(Signature).....
..... (Name)	(Name).....
..... (Official Address) (Designation with Bank Stamp)/with staff Authority no.

Complete
Address of the Bank with Tele-
Fax

- Notes :**1. (*) This sum shall be Five percent (5%) of the Contract Price denominated in the types and proportions of currencies.
- (@) This date will be Sixty (60) days beyond the issue of Defects liability Certificate as specified in the Contract.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

(**) Employer may also present any of his demands at the counters of the(Name and branch of the Bank in Nepal)..... for further relay to us. (To be inserted in case of a foreign currency bank guarantee issued by an overseas bank outside Nepal)

(+) This date will be the date of issue of Defects Liability Certificate.

2. For the purpose of Stamp Duty on the Bank Guarantee, the law prevalent in the country of execution of Bank Guarantee shall prevail.
3. The executing officers of the Bank Guarantee shall clearly indicate in (block letters) his name, designation, Power of Attorney No. / Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
4. 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-para 3) under the seal of the Bank.
5. Bank Guarantee in NPR should be executed on letter head of the “A” class commercial Bank. The issuing Bank shall be requested independently for verification/confirmation of the Bank Guarantee issued, non confirmation of which may lead to rejection of Bank Guarantee. The Bank Guarantees in INR shall be acceptable only if these are issued by a Scheduled Commercial (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks), duly counter guaranteed by any A class bank in Nepal.
6. In case of BG issued in India, Stamp paper shall be purchased in the name of Bank issuing the Bank Guarantee, not more than six (6) months prior to execution/ issuance of the Bank Guarantee. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp.
7. The issuing Bank shall be requested independently for verification/confirmation of the Bank Guarantee issued, non confirmation of which may lead to rejection of ‘Bank Guarantee.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

3. PERFORMANCE SECURITY FORM
(Refer Sub-clause 36 of ITB)

(To be submitted by the Partners of Joint Venture/Consortium)

Bank Guarantee

(To be stamped in accordance with Stamp Act
if any, of the Country of the Issuing Bank)

Bank Guarantee No.....

Date.....

To,
[Employer's Name & Address]

Dear Sirs,

In consideration of the ... [Employer's Name]..... (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s[Contractor's Name]..... with its Registered/Head Office at (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Employer's Letter of Acceptance No..... dated..... and the same having been acknowledged by the contractor, for -----[Contract sum in figures and words] for[Name of the work] and the Contractor having agreed to provide a Contract Performance Guarantee in the name of individual partner of JV in proportion of their participation share in JV for the faithful performance of the entire Contract equivalent to(*).....of the said value of the aforesaid work under the Contract to the Employer.

We[Name & Address of the Bank].....having its Head Office at.....(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of(*)..... as aforesaid at any time upto(@)..... [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor (individual partners in case of JV). Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till(+)..... [days/month/year] whichever is earlier.

(**)

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor (individual partners in case of JV). The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under the law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor (individual partners in case of JV) and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's (individual partner's in case of JV) liabilities.

- i) Our liability under this Bank Guarantee shall not exceed _____ (*)_____.
- ii) This Bank Guarantee shall be valid upto _____ (+)_____.
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Employer serves upon Bank a written claim or demand on or before _____ (@)_____.

Dated thisday of(month).....(year)at.....

WITNESS

.....	(Signature).....
(Signature)	
.....
(Name)	(Name).....
.....
(Official Address)	(Designation with Bank Stamp)/Staff Authority No.

Complete Address of the Bank with Tele-Fax

Notes :1. (*) This sum shall be Five percent (5%) in proportion of the participation share of the partner in the Joint Venture totaling to three percent of the Contract Price denominated in the types and proportions of currencies.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

(@) This date will be Sixty (60) days beyond the issue of Defects liability Certificate as specified in the Contract.

(**) Employer may also present any of his demands at the counters of the(Name and branch of the Bank in Nepal)..... for further relay to us. *(To be inserted in case of a foreign currency bank guarantee issued by an overseas bank outside Nepal)*

(+) This date will be the date of issue of Defects Liability Certificate.

2. For the purpose of Stamp Duty on the Bank Guarantee, the law prevalent in the country of execution of Bank Guarantee shall prevail.
3. The executing officers of the Bank Guarantee shall clearly indicate in (block letters) his name, designation, Power of Attorney No. / Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
4. 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-para 3) under the seal of the Bank.
5. Bank Guarantee in NPR should be executed on letter head of the “A” class commercial Bank. The issuing Bank shall be requested independently for verification/confirmation of the Bank Guarantee issued, non confirmation of which may lead to rejection of Bank Guarantee. The Bank Guarantees in INR shall be acceptable only if these are issued by a Scheduled Commercial (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks), duly counter guaranteed by any A class bank in Nepal.
6. In case of BG issued in India, Stamp paper shall be purchased in the name of Bank issuing the Bank Guarantee, not more than six (6) months prior to execution/ issuance of the Bank Guarantee. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp.
7. The issuing Bank shall be requested independently for verification/confirmation of the Bank Guarantee issued, non confirmation of which may lead to rejection of ‘Bank Guarantee.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

4. BANK GUARANTEE FOR ADVANCE PAYMENT

(Refer Sub-clause 14.2 of GCC)

(To be stamped in accordance with Stamp Act
if any, of the Country of the Issuing Bank)

Bank Guarantee No.....

Date.....

To,

[Employer's Name & Address]

Dear Sir,

In consideration of the *[Employer's Name]*..... (hereinafter referred to as the 'Employer', which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....*[Contractor's Name]*..... with its Registered/Head Office at (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract, by issue of Employer's Letter of Acceptance No. dated and the same having been acknowledged by the Contractor, resulting into a Contract bearing No.dated.....valued at.....for*[Name of Contract]*(hereinafter called the 'Contract') and the Employer having agreed to make an advance payment to the Contractor for performance of the above Contract amounting (in words and figures) as an Advance against Bank Guarantee to be furnished by the Contractor.

We.....*[Name and address of the Bank]*..... having its Head Office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, immediately on demand any or, all monies payable by the Contractor to the extent of*[advance amount]*..... as aforesaid at any time upto(@)..... without any demur, reservation, contest, recourse or protest and/ or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee. This guarantee may be progressively reduced by amount repaid by the contractor.

(**)

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein:

- i) Our liability under this Bank Guarantee shall not exceed. _____.
- ii) This Bank Guarantee shall be valid upto _____.
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Employer serve upon Bank a written claim or demand on or before _____ (@) _____.

Dated this day of(month).....(year)..... at

WITNESS

..... (Signature).....
(Signature)

..... (Name).....
(Name)

..... (Official Address).....
(Designation
with Bank Stamp)/Staff Authority No.

Complete Address of the Bank with Tele-Fax

Dated.....

Notes: 1. (@) This date shall be sixty (60) days beyond the date of Completion of the Works.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

(**) Employer may also present any of his demands at the counters of the(Name and branch of the Bank in Nepal).....for further relay to us.
(To be inserted in case of a foreign currency bank guarantee issued by an overseas bank outside Nepal)

2. For the purpose of Stamp Duty on the Bank Guarantee, the law prevalent in the country of execution of Bank Guarantee shall prevail.
3. The executing officers of the Bank Guarantee shall clearly indicate in (block letters) his name, designation, Power of Attorney No. / Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
4. 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-para 3) under the seal of the Bank.
5. Bank Guarantee in NPR should be executed on letter head of the “A” class commercial Bank. The issuing Bank shall be requested independently for verification/confirmation of the Bank Guarantee issued, non confirmation of which may lead to rejection of Bank Guarantee. The Bank Guarantees in INR shall be acceptable only if these are issued by a Scheduled Commercial (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks), duly counter guaranteed by any A class bank in Nepal.
6. In case of BG issued in India, Stamp paper shall be purchased in the name of Bank issuing the Bank Guarantee, not more than six (6) months prior to execution/issuance of the Bank Guarantee. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp.
7. The issuing Bank shall be requested independently for verification/confirmation of the Bank Guarantee issued, non confirmation of which may lead to rejection of ‘Bank Guarantee.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

5. INDENTURE FOR SECURED ADVANCES

(refer sub-clause 14.5 of GCC/PCC)

THIS INDENTURE made the..... day of20.....
BETWEEN (hereinafter called the Contractor which expression shall where the context so admits or implies be deemed to include his executors' administrators and assigns) of the one part and the SLPDC (hereinafter called the Employer) of the other part.

WHEREAS the **Employer** has awarded the Contract for (Name of Work) of Hydroelectric Project (..... MW) located in Distt. in (**Project**) under **Agreement** No. to the **Contractor** on date (herein after referred to as the Contract).

WHEREAS the Contractor vide letter dated has applied to the Employer that he may be allowed advances on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges)

AND WHEREAS the Employer has agreed to advance to the Contractor the sum of Rupees on the security of materials the quantities and other particulars of which are detailed in Contractor's aforementioned letter for the said works and the Employer has reserved to himself the option of making any further advance or advances on the security of other materials brought by the Contractor to the site of the said works.

Now THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupeeson or before the execution of these presents paid to the Contractor by the Employer (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid the Contractor doth hereby covenant and agree with the Employer and declare as follows:

- 1) That the said sum of Rupeesso advanced by the Employer to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.
- 2) That the materials detailed in the said letter which have been offered to and accepted by the Employer as security are absolutely the Contractor's own property and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his

- own property and free from encumbrances of any kind and the Contractor indemnifies the Employer against all claims to any materials in respect of which an advance has been made to him as aforesaid.
- 3) That the materials detailed in the said letter and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Engineer and in the term of the said agreement.
 - 4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Engineer or any officer authorized by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Engineer.
 - 5) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Engineer or an officer authorised by him on that behalf.
 - 6) That the advances shall be repayable in full when or before the Contractor receives payment from the Employer of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the Employer will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.
 - 7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Employer shall immediately on the happening of such default be repayable by the Contractor to the President together with interest thereon at rate applicable to Mobilisation advance from the date or respective dates of such advance or advances to the date of repayment and with all costs charges, damages and expenses incurred by the Employer in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby

covenants and agrees with the Employer to repay and pay the same respectively to him accordingly.

- 8) That the Contractor hereby charges all the said materials with the repayment to the Employer of the said sum of Rupeesand any further sum or sums advanced as aforesaid and all costs charges, damages and 100 expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewith the Employer may at any time thereafter adopt all or any of the following courses as he may deem best :
- a) Size and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor, he is to pay same to the Employer on demand.
 - b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the Employer under these presents and pay over the surplus (if any) to the Contractor.
 - c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.
- 9) That except in the event of such default on the part of the Contractor as aforesaid interest on the said advance shall not be payable.
- 10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for the same shall be finally resolved as per provisions of clause 20 of the Contract.

In witness whereof both the Parties have signed this agreement on the date, month and year mentioned above in the presence of witnesses.

The seal of both parties is hereunto affixed in the presence of:

For and on behalf of
..... (Contractor)

For and on behalf of
SLPDC

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

Signature -----

Signature -----

Place:

Place:

Witnessed by:

Witnessed by:

1. Name & Address

1. Name & Address

2. Name & Address

2. Name & Address

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

6. FORM OF TAKING OVER CERTIFICATE

Date: _____

[Name of Contract]

To: [Name and address of Contractor]

Dear Sir,

Pursuant to Clause- 10 (*Taking Over Certificate*) of the Conditions of the Contract entered into between yourselves and the Employer dated [date], relating to the [brief description of the Works], following part(s) of the Works was (were) complete on the date specified below, and that, in accordance with the terms of the Contract, the Employer hereby takes over the said part(s) of the Works, together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the Works or part thereof: [description]
2. Date of Completion: [date]

However, you are required to complete the outstanding items listed in the attachment hereto as soon as practicable.

This letter does not relieve you of your obligation to complete the execution of the Works in accordance with the Contract nor of your obligations during the Defects Notification Period.

Very truly yours,

Title
(Engineer)

7. BANK GUARANTEE FORM FOR RELEASE / PAYMENT OF RETENTION MONEY

(Refer Sub-clause 14.9 of GCC)

(To be stamped in accordance with Stamp Act if any, of the Country of the Issuing Bank)

Bank Guarantee No.....

Date.....

To,

[Employer's Name & Address]

1. We.....*[Name and address of the Bank]* having our Registered/Head Office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby undertake and agree to indemnify and keep indemnified the.....*[Employer's Name]* (hereinafter referred to as "the Employer " which expression shall, unless repugnant to the subject or context, include its administrators, successors and assigns), to the extent of*[amount]*..... on behalf of M/s.....*[Contractor's Name]*..... with its Registered/Head Office at (hereinafter referred to as "the Contractor) in lieu of an equal cash amount of Retention Money deposited by the Contractor and/or deducted by the Employer from the bills of the Contractor and which the Employer has agreed to substitute with a bank guarantee as hereunder, under the provisions of Contract No.....dt.which the Contractor has entered into with the Employer in connection with the construction of..... (*Name of Work*) at a total cost of..... (*Contract Sum*) (hereinafter called the 'Contract').
2. We, the Bank also do hereby agree to pay unequivocally and unconditionally within 48 hours on demand, in writing, from the Employer, of any amount upto and not exceeding*[amount]*..... to the Employer for any purpose or cause or on any account whatsoever under the provisions of the Contract in which respect the decision of the Employer shall be final and binding on us.

(**)
3. Provided that it shall not be necessary for the Employer to proceed against the Contractor before proceeding against us and the guarantee herein contained shall be enforceable against us, notwithstanding any security which the Employer may have obtained or obtain from the Contractor shall, at the time when proceedings are taken against us as hereunder, be outstanding or unrealised.
4. We, the Bank, further agree that this guarantee shall be valid and binding on us upto and including(@).....and shall not be terminable by notice or any change in the constitution of the said Bank or the Contractor or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

time or variations made, given conceded, or agreed with or without our knowledge or consent, by or between the parties to the Contract.

5. We also undertake not to revoke this guarantee during its currency except with the previous consent, in writing, of the Employer.
6. Our liability under this guarantee is restricted to[amount]..... Our guarantee shall remain in force until(@)unless a suit or action to enforce a claim under the guarantee is filed against us within 60 days from that date, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder:

In the presence of

Witness

For and on behalf of the Bank

.....

Bank's common seal

Dated this.....day of(month).....(year)

The above Guarantee is accepted by the Corporation

For and on behalf of the Corporation

Signature.....

Name and designation.....

Name of Project/Unit.....

Date.....

Notes:

1. (@) The last date of Defects Notification Period.

(**) Employer may also present any of his demands at the counters of the.....(Name and branch of the Bank in Nepal).....for further relay to us.
(To be inserted in case of a foreign currency bank guarantee issued by an overseas bank outside Nepal)
2. For the purpose of Stamp Duty on the Bank Guarantee, the law prevalent in the country of execution of Bank Guarantee shall prevail.
3. The executing officers of the Bank Guarantee shall clearly indicate in (block letters) his name, designation, Power of Attorney No. / Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

4. 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-para 3) under the seal of the Bank.
5. Bank Guarantee in NPR should be executed on letter head of the “A” class commercial Bank. The issuing Bank shall be requested independently for verification/confirmation of the Bank Guarantee issued, non confirmation of which may lead to rejection of Bank Guarantee. The Bank Guarantees in INR shall be acceptable only if these are issued by a Scheduled Commercial (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks), duly counter guaranteed by any A class bank in Nepal.
6. In case of BG issued in India, Stamp paper shall be purchased in the name of Bank issuing the Bank Guarantee, not more than six (6) months prior to execution/issuance of the Bank Guarantee. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp.
7. The issuing Bank shall be requested independently for verification/confirmation of the Bank Guarantee issued, non confirmation of which may lead to rejection of ‘Bank Guarantee.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

8. HINDRANCE REGISTER

Name of Project:-----

1.Name of Work:-----

2.Agreement No.:-----

3.Executing Agency:-----

Sl No	Nature/Reason of Hindrance	Item /Component of works which could not be executed on account of this Hindrance	Date of start of Hindrance	Date of removal of Hindrance	Overlapping Period (if any)	Net Hindrances in days	Signature of Engineer 's Representative	Signature of the Contractor	Remarks
1	2	3	4	5	6	7	8	9	10

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

9. PROFORMA INDEPENDENT ENGINEER AGREEMENT

(Refer Sub-Clause 20.2 of GCC)

(To be executed on non-judicial Stamp paper of appropriate value)

Name and details of Contract

Name and address of Employer

Name and address of Contractor

Name and address of Independent Engineer

Whereas the Employer and the Contractor have entered into the Contract and desire jointly to appoint the _____ to act as Independent Engineer or "IE" to adjudicate the disagreements which has arisen in relation to the Contract.

The Employer, Contractor and Independent Engineer jointly agree as follows:

1. The conditions of this Agreement comprise the "General Conditions of Independent Engineer Agreement", which is appended to the General Conditions of the "Conditions of Contract for EPC/Turnkey Projects" First Edition 1999 published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC), and the following provisions. In these provisions, which include amendments and additions to the General Conditions of Independent Engineer Agreement, words and expressions shall have the same meanings as are assigned to them in the General Conditions of Independent Engineer Agreement.
2. [*Details of amendments to the General Conditions of Independent Engineer Agreement, if any.*]
3. In accordance with Clause 6 of the General Conditions of Independent Engineer Agreement, the IE shall be paid a daily fee of _____ per day.
4. In consideration of these fees and other payments to be made by the Employer and the Contractor in accordance with Clause 6 of the General Conditions of Independent Engineer Agreement, the IE undertakes to serve, as described in this Independent Engineer Agreement, to act as the IE.
5. The Employer and the Contractor jointly and severally undertake to pay the IE, in consideration of the carrying out of these services, in accordance with Clause 6 of the General Conditions of Independent Engineer Agreement.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

SIGNED by:

for and on behalf of the
Employer in the presence of

Witness:

Name:

Address:

Date:

SIGNED by:

for and on behalf of the
Contractor in the presence of

Witness:

Name:

Address:

Date:

SIGNED by:

the Independent
Engineer in the presence
of

Witness:

Name:

Address:

Date:

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

10. PROFORMA FOR HYPOTHECATION DEED FOR NEW CONSTRUCTION EQUIPMENT

(Refer Sub-Clause 14.2 of GCC/PCC)

THIS INDENTURE MADE this..... year
..... between [Name of Contractor]
with its registered office at [Address] herein
after referred to as "The Contractor" which expression shall unless repugnant to the context or
meaning thereof, include its successors, administrators, executors and assigns) of the one part
and the [Name of the Employer] with its registered
office at [Address] (herein after referred to as
"the Employer" which expression shall unless repugnant to the context or meaning thereof,
include its successors, administrators, executors, assigns).

WHEREAS

Pursuant to Sub-Clause 14.2 of GCC/PCC under contract No.
... .. Dated (the "Contract") for construction of [Name of Works]
..... at..... [Name of work site]..... the Employer, at the request of the contractor
agreed to make advance to the Contractor up to a limit of Rs. (Both in figures and words)
.....
.....

payable against Construction Equipment brought by the Contractor for bonafide use on the said
work on the terms and conditions hereinafter appearing.

**NOW THIS INDENTURE WITNESETH AND IT IS HEREBY AGREED AND DECLARED
BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

- (i) (a) All terms used herein and defined in the Contract shall have the respective meanings assigned to them under the Contract.
- (b) It is hereby expressly agreed by and between the Parties that the obligations of Contractor shall be governed by the provisions contained in the Contract and these presents and in the event of there being any inconsistency or repugnancy between the provisions contained in the Contract and these presents, the provisions contained in the Contract shall prevail to the extent of such inconsistency or repugnancy.
- (ii) Contractor hereby agrees to perform its obligations under the Contract, as and when due there under.
- (iii) For the consideration aforesaid and in pursuance of the covenants and obligations undertaken under the Contract, the Contractor hereby hypothecate and charge in favour of

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

the Employer, the Construction Equipment of the Contractor as defined in the Contract and fully described in the Schedule hereto, which the Contractor declares as his absolute and unencumbered property, having fully and wholly paid the cost thereof and which has been brought for bonafide use on the said work, by way of first and specific charge as security for the repayment to the Employer on demand, of the sum of Rs. to be given as advance by the Employer under the Contract or so much thereof as from time to time remain due and outstanding, with costs and expenses thereof.

- (iv) The Contractor shall create the charge over the Construction Equipment in favour of the Employer with the Registrar of Companies and other authorities as required under the law and file necessary forms/returns etc. with such authorities within days of receipt of Advance hereunder.
- (v) The recovery of the Advance shall be done by the Employer in terms of Clause 14.2 of GCC/PCC.
- (vi) That the Contractor has insured the Construction Equipment listed in the Schedule hereto for their full value at his cost in the joint name with Employer as Principal insured, against loss or damage by theft, fire, lightning, earthquake, explosion, riot, strike, civil commotion, storm, tempest, flood, marine risk, erection risk, war risk and such other risks as Employer shall from time to time require as shall be no less than that generally accepted as customary in regard to property and business of like character with Employer name endorsed thereon as 'Loss Payee' in respect of insurance covering the Construction Equipment with a sound and reputable an Insurance Company has been notified that the Employer has interest in the said policy. The Contractor undertakes to maintain the Insurance Policy in force till such time as the advance is fully repaid to the Employer. The Contractor shall duly and punctually pay all premium and shall not do or suffer to be done or omit to do or be done any act which may invalidate or avoid such insurance. In default hereof the Employer may (but shall not be bound to) keep in good condition and render marketable the Construction Equipment and take out/renew such insurance. Any premium paid by the Employer and any costs, charges and expenses incurred by the Employer shall within 30 days of receipt of notice of demand from the Employer be reimbursed to the Employer together with interest thereon at the applicable rates under the Contract, computed from the date of payment and until such reimbursement by the Contractor the same shall be debited to the Contractor's Account and be a charge on the Construction Equipment.
- (vii) That the contractor hereby undertakes not to remove the Construction Equipment described in the Schedule from the Site without the written permission of the Employer.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

- (viii) That the Contractor hereby undertakes that he will not sell, transfer, convey, pledge or otherwise encumber or part with the said Construction Equipment described in the schedule until the aforesaid sum of advance is fully repaid to the Employer.
- (ix) That the contractor shall keep and maintain the Construction Equipment in good marketable and working condition and shall not do anything to impair the value of the said Construction Equipment except for normal depreciation and wear and tear and in the event of any loss or damage arising out of causes other than normal wear and tear during the period of hypothecation, the Contractor shall make good such losses or damage to the satisfaction of the Employer failing which the Employer shall be entitled to recover the cost of such loss or damage from Performance Security, Retention Money and/or any other money due from the Contractor in respect of the said Contract and / or any other contract with the Employer.
- (x) That in the event of the Contractor not repaying the aforesaid Advance on demand or in the event of the Contractor discontinuing or not completing the works entrusted to the Contractor by the Employer in terms of the Contract or is otherwise in default of any term hereto and/or the Contract or in the event of the Contractor becoming insolvent, the Employer will be at liberty to take immediate possession of the said Construction Equipment without any notice and without assigning any reason and at the risk and cost of the Construction take possession, sell or otherwise dispose of the Construction Equipment either by public auction or by private contract and appropriate the said proceeds thereof after meeting the expenses of such sale, towards payment of outstanding Advance or any outstanding under the Contract without prejudice to the Employer's other rights and remedies under the said Contract. The Contractor shall give immediate possession to the Employer or the nominee/s of the Employer or such Receiver and or Manager on demand of the said Construction Equipment and to transfer, and deliver to the Employer or such Receiver and/or Manager all contracts, securities and documents and Contractor hereby agrees to accept the Employer account of sales and realization with supporting invoices and receipt of payment received as sufficient proof of amounts realized and relative expenses and to pay on demand by the Employer any shortfall or deficiency thereby shown; Provided, however that the Employer shall not be in any way liable or responsible for any loss, damage or depreciation that the Construction Equipment may suffer or sustain on any account whatsoever whilst the same are in possession of the Employer and/or the nominee/s and/or such Receiver and/or Manager or by reason of exercise or non-exercise of rights and remedies available to the Employer and/or such Receiver and/or. Manager as aforesaid and that all such loss, damage or depreciation shall wholly be debited to the account of Contractor howsoever the same may have been caused.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

- (xi) That the Employer shall also be entitled without prejudice to the Employer's other rights and remedies under the Contract, to realize the amount Advanced or so much thereof as shall remain due and outstanding from Performance Security, Retention Money and/or any other money due from the Contractor in respect of the said Contract and / or any other contract with the Employer.
- (xii) The Contractor shall, whenever required by the Employer, give full particulars to the Employer of the Construction Equipment and shall furnish and verify all statements, reports, returns, certificates and information from time to time and as required by the Employer and make, furnish and execute all necessary documents to give effect to this security.
- (xiii) Without prejudice to anything contrary contained herein on the Contract, this shall be continuing security for the Contract on actual & contingent liabilities under the Contract and the liability of the Contractor therefore shall not be affected, impaired or discharged by winding up (voluntary or otherwise) or by any merger or amalgamation reconstruction or otherwise of the Contractor with any other company or by way of takeover of the management or nationalization of the Contractor.
- (xiv) The Contractor hereby declares that subject to the rights powers and remedies of the Employer hereby provided and reserved the Construction Equipment are and will at all times be the absolute property of the Contractor with power to deal with the same in the ordinary course of business and except for the charge or charges created and/or to be created in favour of the Employer as provided herein free from any other charges, trust, pledge, lien, claim or encumbrance; provided always that if the Employer so agrees the Contractor may replace the damaged Construction Equipment by equipment of equivalent or greater value.
- (xv) The Contractor agrees and undertakes to execute such other deeds or documents and to perform such other acts as may be required by the Employer to further perfect, protect and/or enforce the security created hereunder and if it fails to do the same within the time, if any, allowed by the Employer for the purpose, the Employer or its Agent is hereby irrevocably appointed and authorized to act as holder of Power of Attorney of the Contractor to execute such further documents as may be found necessary and take any steps as may be found required for preservation, enforcement and realization of the security hereunder and to give or allow to give on lease or leave and licence the Construction Equipment on such terms as may be found satisfactory and the Contractor shall be liable to bear the expenses that may be incurred in this regard together with interest thereon at the Interest Rate as specified in the Contract and until payment the amount of such expenses and interest thereon shall be a charge on the said Construction Equipment.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

- (xvi) Nothing herein shall prejudice the rights or remedies of the Employer hereunder in respect of any present or future security, guarantee, obligation or decree for any indebtedness or liability of the Contractor to the Employer on any account whatsoever.
- (xvii) No course of dealings and no delay in exercising or omission to exercise any right, power or remedy accruing to the Employer upon any default under the Contract and/or these presents and/or any other agreement shall impair any such right, power or remedy or be construed to be a waiver thereof or any acquiescence in such default, or affect or impair any right, power, or remedy of the Employer in respect of any other default.
- (xviii) that the contractor hereby agrees to pay any stamp duty that may be assessed on this deed.

The schedule above referred to

Description of Construction Equipment	Manufacturer's name	Engine No	Chasis / Equipment No.	Purchased from	Total cost as per the bill	90% of cost

In witness whereof the parties have hereunder set and subscribed their respective hands hereunto the day and year first above written

(Signature of Contractor with name and designation)

In presence of

1

2

(Signature of Engineer with name and designation)

In presence of

1

2

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

11. PROFORMA FOR TRIPARTITE AGREEMENT FOR JOINT DEDICATED ACCOUNT

(Refer Sub-Clause 14.7 of GCC/PCC)

This agreement ("Agreement") is made on the _____ day of _____ 2021 at _____ amongst

SJVN Lower Arun Power Development Company Pvt. Ltd. A company organised and existing under the laws of Nepal and having its Registered Office/Principal Place of Business at Satluj Bhawan, Arun Sadan, Tumlingtar, Distt. Sankhuwasabha, Nepal, hereinafter the "Employer" *which expression shall unless repugnant to the context or meaning thereof include its (administrators, successors executors and permitted assigns) of the first part*

And

M/s. _____, a company incorporated under the provisions of the Companies Act, _____ and an existing company under The Companies Act, 2013 having its registered office _____ (hereinafter referred to "**the Contractor**" *which expression shall unless repugnant to the context or meaning thereof, include its successors or permitted assigns) of the second part**

And

_____ Bank, having its Head Office at _____ and several branches throughout the country and abroad including branch at _____, (hereinafter referred to as the "**Agent**" *which term shall include its successors or assigns) of the third part.*

The Employer, the Contractor and the Agent are hereinafter collectively referred to as "Parties" and individually as "Party"

WHEREAS:

- a) The Employer has awarded a contract to _____ (hereinafter referred to as "Contract") for construction of _____, vide the Letter of Acceptance issued vide Letter no. _____ dated _____ and agreement executed bearing Contract No. _____ on _____.
- b) The Employer intends that funds released under the Contract as advance or against work done is utilized for the works under the Contract itself and Contractor and their sub-contractors / sub-vendors are not able to divert project funds to their other business/process. It has been consented by both the Employer and Contractor that all payments to be made by the Employer to the Contractor under the Contract shall be released only through Joint Dedicated Account (as defined below). It has been further consented that the Joint Dedicated account shall be opened by the Contractor and to be operated jointly by the Contractor and the Employer with an Class 'A' Nepalese bank.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

- (c) Employer hereby agrees and confirm that all the funds due and released under the Contract from time to time as advance or against work done, to be referred as “Receivables”, will be deposited in the Joint Dedicated account only.
- (d) The said designated account shall be operated solely as per the terms of this agreement by the Agent. For this purpose, appropriate authorisation for the operation of Joint Dedicated account will be given by Employer and Contractor.
- (e) Each of the Employer and the Contractor hereby appoint _____ Bank as the Agent and the Agent hereby accepts the appointment as the Agent of the Employer and the Contractor on the terms and conditions contained herein.

NOW IT IS HEREBY AGREED by and between the Parties hereto as follows:

1. Definitions

Joint Dedicated account" shall mean the designated account bearing No. _____ opened with _____ of Agent in the name of ‘ _____ ’,

“Event of Default” shall mean the occurrence of a breach or default on the part of the Contractor in the due performance of its obligations under the Contract.

“Receivables” shall have the meaning given to it in recital (c) above.

2. Establishment of Joint Dedicated account

- (a) The Contractor hereby irrevocably and unconditionally authorises the Agent to collect and receive all its payments which include all monies under the Contract including but not limiting to the advance payment or payment against work done or otherwise collected and deposited in the Joint Dedicated account to be maintained with the Agent.
- (b) The Contractor also declares and undertakes that it shall not withdraw or make payment to any sub- contractor/ sub-vendor or any other party or utilise the funds held in the Joint Dedicated account in any other manner except as provided in the Section 4 hereto.
- (c) The Contractor shall not open any other accounts or establish any other mode for the purpose of collection of the said Receivables without the prior written consent of Employer.
- (d) It is obligatory on the part of Agent to provide to Employer and Contractor, monthly statement or statement for such period as may be required by the Parties with respect to the Joint Dedicated account detailing the inward and outward remittances of previous month before 10th of every month or within 7 days of the receipt of a request from the Parties if it is for part of the month.

3. Restriction on Dealings

Except as provided in Section 2 and Section 4 of this Agreement, the Contractor shall not be entitled to assign, transfer or create any charge, lien or encumbrance or any other right or interest of any nature whatsoever or deal with or dispose of or apply all or any part of the balance in the Joint Dedicated account or its right, title or interest therein in favour of any person other than the purposes as mentioned in Section 4 hereto.

4. Application of Monies

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

The Agent shall transfer monies lying to the credit of the Joint Dedicated account(s) for the below mentioned purposes upon receipt of written instructions from the Contractor and the Employer. The payments shall be released by the Agent according to the waterfall mechanism specified below. For making every payment the Contractor should determine, allocate and submit to the Agent necessary payment instructions duly signed by authorized signatories of Contractor and Employer after approval of the Employer on the Contractor's letter head. Agent shall be required to process the payment for the following purposes on receipt of the above signed payment instructions:

- a) For payment of various statutory dues such as PF contribution, ESI etc. and other applicable taxes of the Contract.
- b) For due payment towards supply of labour, hiring of office and accommodation at sites required for the Contract.
- c) For due payment of salary and wages to employees, consultants and others engaged in or for the Contract.
- d) For due payment to sub-contractors against the work done or payment as advance for the Contract, as determined by the Contractor.
- e) For due payment to sub-vendors for supplies of iron, steel cement and other construction materials for the Contract, as determined by the Contractor.
- f) For payment of bank guarantee ("BG") charges, letter of credit ("LC") charges, margin money for BG issuance, demand draft issuances required for the Contract.
- g) For purchase, supply or hiring of machinery and equipment for the Contract.
- h) Transportation charges, insurance, taxes and duties payable for stores, machinery and equipment for the Contract.
- i) For other expenditure related to establishment of site offices required for the Contract.
- j) For other establishment expenditure including general charges required for day to day operation of the project.
- k) For reimbursement of any expenses in relation to the project incurred by the Contractor from any other sources, in the initial phase of the project and / or subsequently during execution of the project.
- l) For Head office services, overheads, expenses allocated / applied for the project at 5% of the Gross amount of each RA Bill for advance/ work done / escalation.
- m) For payment of fees and expenses owed to the Auditor appointed for the purpose of this arrangement / for the project.
- n) Balance amount from the Joint Dedicated account after releasing allocated payment against (a) to (m) above mentioned shall be paid to the head office (HO) account of _____ towards Head office expenses and other overheads allocated/applied, profit for the Project.

Any surplus / idle amounts lying in Joint Dedicated account may be permitted to be put in fixed deposits or investment in liquid funds subject to transfer of proceeds to the Joint Dedicated

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

account after maturity/ pre-mature termination of such fixed deposits / other investment instruments.

This arrangement shall be valid during the currency of the contract and defect notification period plus 90 days which may be extended further on written consent from all Parties.

Waterfall mechanism of the payment to be made by the Contractor from the Joint Dedicated account shall be as follows upon request made for payment:

- a) Bank fees and charges as per this agreement.
- b) Statutory Payments.
- c) Labour payments.
- d) Site running/establishment expenses.
- e) Subcontractor, supplier's payments.
- f) For purchase, supply or hiring of machinery and equipment.
- g) Bank Guarantee Charges & Margin thereon.
- h) Auditor appointed for the purpose of this arrangement.
- i) Reimbursement of Expenses for Project incurred from any other sources.
- j) Head office expenses and other allocated expenses.
- k) Other, if any, pertaining to the execution of the contract.
- l) Balance, if any, in accordance with the instructions of the Contractor after receiving the prior written approval of the Employer.

5. Representations and Warranties

5.1 The Contractor and the Employer hereto represent and warrant that-

- a. Each Party has the necessary power, authority and the legal right to agree to these terms and have taken all necessary actions required for the validity, enforceability and performance of their respective obligations / duties in terms hereof;
- b. This Agreement constitute the legal, valid and binding obligations of the Parties, enforceable against the Parties in accordance with applicable law;
- c. The entry into and performance by the Party of its obligations /duties under this Agreement and any other document related hereto does not and will not violate, in any respect:
 - i. any law, regulation, judgment, decree or order of any legislative, executive, judicial, quasi – judicial or regulatory authority (hereinafter referred to as “Government Authority”) having jurisdiction or control over the Parties;
 - ii. the organizational documents of the Parties; or
 - iii. any document, contract or other undertaking to which any of the Parties is a party or which is binding on the either of them or any of its assets;

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

- d. All consents, licenses, approvals or authorizations of or declarations to or registrations or filings with any Government Authority and the payment of all stamp and other transaction related duties, taxes and fees in Nepal, and elsewhere, required to make the arrangements contemplated herein, legal, valid and enforceable have been obtained or made and are in full force and effect and shall continue to remain in full force and effect till the arrangements are terminated in accordance with the terms hereof.
- e. the role of the Agent shall be limited to such functions as expressly laid out herein or as indicated by the Agent specifically to the other Parties or by the other Parties to the Agent (as the case may be) in accordance with the terms hereof;
- f. the Agent shall not be liable for any claims arising against the other Parties and / or the Agent, in relation to any duties, actions or obligations performed and / or rights or powers exercised by the Agent in terms hereof;
- g. Each Party will not in any manner, by themselves or by any Agent or representative or consultants appointed by them, voluntarily or involuntarily, portray or represent the Agent as a party to any such document entered into or understood to have entered into between the Parties other than the Agent;
- h. Each Party can conduct business with the Agent in the normal course of the Agent's business. The Agent is under no obligation except obligation indicated at Sr. No. 2 (d) above to disclose any details of such transaction to any of the Parties whatsoever.

5.2 Each of the Parties (other than the Agent) shall, at any time and from time to time upon the request of the other Parties and / or the Agent, promptly and duly, do or permit to be done all such acts and execute and deliver or permit the execution and delivery of any and all such instruments and documents as the other Parties and / or the Agent, as the case may be, may consider necessary for the purpose of the Parties obtaining the full benefit of this Agreement. To the extent that they are not in conflict with this Agreement, the Parties shall be bound by the terms and conditions set out in the other instruments and documents executed by any of them in terms hereof.

6. Agent

6.1 The Agent -

- a) hereby undertakes to act in accordance with and comply with the provisions of this Agreement;
- b) irrevocably and absolutely waives all present and future rights to make or exercise any claims or demands, any rights of counterclaim, rights of set-off, and all other present and future rights whatsoever against the Contractor or Employer in or over the Joint Dedicated account or to make any withholding or compensation or equalization or balancing of accounts or any deduction or debit against the Joint Dedicated account otherwise than as provided herein; Provided however, the Agent shall have priority in payments to the extents of Fees and Expenses due and payable to it for rendering the services contained in this Agreement and be entitled to withhold or deduct the reasonable amounts as specified in Clause 13 hereof to the extent thereof as may be demanded and outstanding.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

- c) Irrevocably and absolutely waives all present and future rights to combine or consolidate any account at any of its offices or with any other bank anywhere with the Joint Dedicated account;
- d) Irrevocably undertakes:
 - (i) that it will not permit the whole or any part of any monies from time to time standing to the credit of the Joint Dedicated account to be withdrawn from it otherwise than in accordance with Section 4 hereto, or in accordance to any other joint instruction of the Employer and the Contractor unless it is required by operation of law, in which event, it will promptly notify the Employer and the Contractor to the extent permitted by the concerned Government Authority;
 - (ii) The Contractor and the Employer will appoint a chartered accountant/ firm of chartered accountants (herein after called as “Auditor”) having a valid certificate of practice from the Institute of Chartered Accountants of Nepal. The Auditor will submit its certificate for utilisation of funds remitted/ withdrawn from the Joint Dedicated account for the purpose set out in the section 2 and section 4 of this Agreement on quarterly basis to the Employer. For this purpose, the Contractor hereby undertakes to provide the Auditor reasonable access to its books and accounts and submit other relevant documents. The fees and reasonable expenses of the Auditor will be borne by the Contractor and debited from the Joint Dedicated account in the manner stated in Section 4 hereto.
 - (iii) That it will:
 - a) disclose to the Employer without any reference to or further authority from the Contractor and without any inquiry by the Agent as to the justification for such disclosure, such information relating to the Joint Dedicated account and the balance standing to the credit thereof, as the Agent may from time to time reasonably be requested;
 - b) comply with the terms of written notice, statement or instructions which the Agent may receive at any time from the Employer and the Contractor in anyway relating to or purporting to terms or provisions of this Agreement, the Joint Dedicated account and any monies at any time standing to the credit thereof; and subject to and in compliance with this Agreement.
 - c) not close the Joint Dedicated account without the prior written approval of both the Employer and the Contractor notwithstanding any instructions to the contrary that may be given by the Contractor. However if the Agent desires to cease to act as the Agent for any reason whatsoever, it will give a prior notice of 30 days to the Employer and the Contractor of its intention and shall obtain written consent from Employer to do so. Contractor will put in place satisfactory arrangement with another Agent acceptable to the Employer on terms set out in this Agreement, within the notice period failing which the Agent shall be entitled to appoint any other

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

person to perform such functions. The Agent shall not incur any liabilities whatsoever on account of or pursuant to such appointment and retirement.

- d) not operate the Joint Dedicated account otherwise than as provided in this Agreement at any point of time, without the prior written approval of both the Employer and the Contractor notwithstanding any instructions to the contrary that may be given by the Contractor and/ or its lenders at any point of time due to any debt restructuring scheme except in cases wherein such operation is required under operation of law. If the Agent receives any instructions to the contrary, it will give immediate notice to the Employer and the Contractor of such instructions, and act only under written instructions from both the Employer and the Contractor in such case. If, during the currency of the Contract, Contractor, sub-contractors, sub-vendors, or all of them may become subject to any scheme of Corporate Debt Restructuring or any other scheme of debt restructuring (DR Scheme), since the Joint Dedicated account involves an independent tripartite agreement between the Bank, Employer and the Contractor/Sub Contractor/ Sub vendors, the Joint Dedicated account/Agreement shall have an overriding effect over the terms & conditions of the DR Scheme, if any. The Joint Dedicated account/Agreement shall not be affected by the terms and conditions of the DR Scheme and the Contractor or its Sub Contractors/Sub vendors shall be required to disclose this condition to the DR Authorities while submitting the case under DR. Any such Debt Resolution, shall not have any relevance for the purpose of the agreement. Further, in event intimation of any dispute between the Parties, the Bank will debit freeze the account as per customary banking practice and will permit operation of the account as per directive of court.
- e) The Agent shall, if by the terms hereof be required to perform any act / take any action on or within a period ending on a day which is not a day (other than Sunday or a public holiday) on which Agent is open for business in the place where the Joint Dedicated account is held (“Business Day”), then such action will be performed / taken by the Agent on the immediately succeeding Business Day.
- f) The Agent may rely upon any notice or certificate believed by it to have been signed by any of the authorized signatories of a concerned Party, and the Agent shall not be bound in any such case to call for further evidence or be responsible for any losses, liabilities, costs, damages, expenses or inconvenience that may be occasioned by its failure to do so.
- g) The Agent shall not be obliged to make available any sum which the Parties are expecting to receive from the Joint Dedicated account until clear funds are credited into and available in the Joint Dedicated account.

Notwithstanding anything contained herein, the Agent may refrain from taking any action which in its opinion, would or might contravene any law in any relevant jurisdiction, and do all such things in its opinion to comply

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

with all applicable law. Upon direction from any Government Authority, the Agent shall be obliged to follow such direction and shall not be required to make any transfer from the Joint Dedicated account except as per such direction.

- h) The Agent agrees that all monies lying to the credit of the Joint Dedicated account shall, at all times, be segregated from the other accounts and monies of the Parties with the Agent and from the funds and properties of the Agent.

7. Amendments / Waivers

No delay or omission by the Employer shall be deemed to constitute any waiver and no amendment, modification or waiver of any of the terms of this Agreement shall be effective unless in writing and signed by the Contractor, Employer and the Agent.

Any failure on the part of employer in exercising any power or privilege shall not impair such power/right of the employer.

8. Liability

- a) The Employer shall be under no liability for any loss of any kind which may be caused to the Contractor by the exercise or purported exercise of, or any delay or neglect to exercise, any of its rights under this Agreement.
- b) The Receivables deposited in the Joint Dedicated account shall belong to the Contractor in entirety.
- c) The Agent shall:
 - (i) have no duty or responsibility except as expressly set forth in this Agreement, and shall not by reason of this Agreement be an Agent for the Employer or the Contractor;
 - (ii) not be responsible to the Employer for any statements, representations or warranties contained in this Agreement, or for the validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement, or for any failure by the Contractor to perform any of its obligations hereunder;
 - (iii) not be required to initiate or conduct any litigation or collection proceedings hereunder except for any dues of Bank under the terms of this agreement;
 - (iv) not be responsible for any action taken or omitted to be taken by it here under except for its own gross negligence or wilful misconduct as may be determined by the court of competent jurisdiction; and
 - (v) be entitled to rely upon any certification, notice or other communication believed by it to be genuine and correct and to have been signed or sent by or on behalf of the Contractor and/or the Employer.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

- (vi) As to any matters not expressly provided for by this Agreement, the Agent shall in all cases be fully protected in acting, or in refraining from acting here under, in accordance with instructions given by Employer and Contractor jointly.
 - (vii) not be liable to any of them for any loss or damage that any of them may suffer or incur either directly or indirectly as a result of the transactions contemplated herein
- d) The aggregate liability of the Agent to the other Parties or any of them, for any action done, or omitted to be done under or pursuant to this Agreement or for any breach of any covenant or in tort, shall at all times be limited to the fees actually received by the Agent within the previous twelve (12) months, for the services rendered by it herein. Provided however that the Agent shall not be liable for any indirect or consequential loss or damage, or special or punitive or exemplary damages, or loss of profit, business, revenue, goodwill or anticipated savings to the other Parties. The Account Bank shall also not be liable for any liability, losses, damages, costs, expenses, (including legal fees, court fees and professional fees), suits and claims that are finally judicially determined to have resulted primarily from the negligence or infringing action of any Lender and/Borrower and/or Promoter or any other person.
- e) The obligations of the Agent contained herein will be subject to any occurrence resulting in prevention from or delay or interruption in performing its obligations if such prevention, delay or interruption is due to any event beyond the reasonable control of the Agent, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of god, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government, changes in legislation and other allied acts of regulatory nature, then the Agent shall not be deemed to be in default so long as any such cause or the effect thereof persists (provided that this shall not prevent the accrual of interest on any outstanding amount which would have been payable but for this provision) and during a reasonable period thereafter within which any such obligations are capable of being fulfilled. The Agent shall not be liable for any action or claim, from any party, arising out of its inability to perform the obligations for the reasons stated herein.

9. Obligations of the Contractor

Nothing contained in this Agreement shall affect the obligations of the Contractor under the bid documents or Contract as set out above.

The Contractor shall simultaneously deliver a copy to the Employer of any notice or document delivered to the Agent pursuant to this Agreement.

10. Severability

If any provision of this Agreement is or becomes invalid, the validity of any other provision of this Agreement shall not be affected.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

11. Notices

All notices, requests and other communications required under this Agreement shall be given or made in writing (including, without limitation, by facsimile and email) delivered to the intended recipient at the “Address for Notices” specified in Schedule I hereto or, at such other address as may be designated by such party in a notice to each other party. Except as otherwise provided in this Agreement, all such communications

- a. if delivered personally or by courier or if sent by registered mail, be deemed given upon delivery at their respective address provided for this purpose in Schedule I; and
- b. if sent by facsimile transmission, be deemed given on receipt of a confirmation but when sent to the facsimile number as provided against the Party in Schedule I (marked to the attention of the person named therein)

Any Party may, from time to time, change its address for the purpose of notices to that Party by giving a notice to the other Parties specifying a new address, but no such notice will be deemed to have been given until it is actually received by the other Parties

12. Jurisdiction

- a) The Parties agree that the courts and tribunals in Nepal shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that accordingly any suit, action or proceedings arising out of or in connection with this Agreement may be brought in such courts or the tribunals and the Contractor irrevocably submits to and accepts for itself the jurisdiction of above-mentioned courts or tribunals.

13. Fees and Expenses

- a) The Contractor agrees that it shall pay, on demand, all the usual and customary service charges, transfer fees, account maintenance, account acceptance, statement, investigation, funds transfer and any other charges as are levied by the Agent as mutually agreed and such other out of pocket expenses as are claimed by the Agent, including account opening fee and annual fee (collectively, the “Fees”) in connection with the Joint Dedicated account.
- b) The Contractor shall pay to the Agent the requisite/ applicable Fees (plus applicable GST) and such other fee(s) or charges as indicated by the Agent and agreed to by the Parties in writing.
- c) In the event Contractor fails to make the timely payment to the Agent of any Fee, the Agent may withdraw, at any time and from time to time, such amounts from the account, as is necessary, for the payment of the Fees due and payable to the Agent, in terms hereof. The Parties agree that the Agent shall not be required to give any notice to any of the Parties before exercise of this power. In the event there are no amounts lying to the credit of the Joint Dedicated account, the Agent shall be entitled to charge interest, at rates to be determined by the Agent at its sole discretion, on such amounts due, from the date the amounts were due till the date such amounts are paid to the Agent in full.

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

- d) It is clarified that the Fees charged or the said charges are over and above the customary bank charges for services including but not limited to issuance of pay order and demand draft.
- e) The Contractor agrees that it shall bear all interest tax, GST, all other imposts, duties (including stamp duty in connection with this Agreement) and taxes (of any description whatsoever) as may be levied from time to time by the Government or other authority in respect of or in connection with the services being rendered to the Parties under this Agreement. In the event the Contractor fails to pay the monies referred to above, the Agent shall be at liberty (but shall not be obliged) to pay the same. The Contractor shall reimburse all sums paid by the Agent in accordance with the provisions contained herein.
- f) The Contractor hereby agrees to indemnify Agent and their respective directors, officers, employees, attorneys from, and hold each of them safe, harmless and indemnified against any and all losses, liabilities, claims, damages or expenses incurred by any of them arising out of or by reason of any investigation or litigation or other proceedings relating to the Joint Dedicated account or the Receivables including, without limitation, the reasonable fees and out-of-pocket expenses of counsel incurred in connection with any such investigation or litigation or other proceedings.
- g) In the event of failure of Contractor vis-à-vis any of its duties, the Contractor shall be solely liable for the same.

14. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. The Contractor however, may not assign, transfer, novate or dispose of any interest in the Joint Dedicated account or its rights and/or obligations under this Agreement except as expressly permitted hereunder.

The Contractor shall not assign or transfer all or any of its rights, benefits and obligations hereunder, without prior written consent of the Employer. The Employer may assign or transfer all or any of its rights, benefits and obligations hereunder, with 30 days prior notice in writing to the Agent. The Agent may, on being notified about the assignment / transfer by the Employer retire as an Agent, subject to the provisions of this Agreement, without assigning any reason whatsoever.

15. Termination

This Agreement shall remain in force until receipt by the Agent of a written instruction from the Employer and the Contractor jointly directing the Agent to close the Joint Dedicated account.

Agent shall incur no liability whatsoever to any party hereunder arising out of or in connection with this Agreement save and except for any wilful default or gross negligence of the Agent as may be determined by the court of the competent jurisdiction. However, it is understood by all the Parties hereto that no implied duties or liabilities of the Agent shall be read into these presents other than what is specified herein.

16. Resignation

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

The Agent may retire at any time provided that the Agent shall have given a prior notice of _30 days (“**Notice Period**”) in writing to the Parties in that behalf and a written intimation to Employer has been provided. The Contractor shall, within the Notice Period, appoint any other person to perform the functions of the Agent, failing which the Agent shall be entitled to appoint any other person to perform such functions. The Agent shall not incur any liabilities whatsoever on account of or pursuant to such appointment and retirement.

17. Notice of Breach

The Agent to the best of its knowledge undertakes to the Employer that it shall notify the Employer of any breach by the Contractor of any of the provisions of this Agreement.

18. Indemnity

18.1 The Contractor shall, from time to time, on demand by other parties, indemnify parties and keep parties indemnified against any and all suits, costs, claims, proceedings counterclaims, actions, losses, damages, liabilities, demands, expenses (including, without limitation, attorney’s fees and court costs) whatsoever which parties may suffer / incur:

- a. in acting in their capacities as per Agreement hereunder, including any claims for any taxes, payable by any of the Parties, which are made on the Agent of Employer and / or any costs or expenses charged to them by any persons engaged by them in connection with the transactions herein;
- b. as a consequence of the Agent relying upon any certificate, notice or communication signed by, or with the authority of a Party; and
- c. in acting upon the provisions of this Agreement or any instructions received by the Agent from the Parties in terms hereof.
- d. in carrying out any act, deed or thing based on facsimile or email transmission.

18.2 In the event the written instructions to the Agent by the Contractor and/or the Employer are communicated through electronic mail (‘e-mail’) or facsimile (“fax”), the Agent shall not be responsible or liable for determining the authenticity or accuracy of the same, except as reasonable required to do so and shall be entitled to rely upon the instructions on an ‘as it is’ basis. The Contractor hereby agrees to indemnify and keep indemnified the Agent and saved harmless from all claims, losses, damages, costs including legal expenses which the Agent may incur or suffer on account of accepting written instructions as stated above and/or as a result of accepting and acting (or not accepting or omitting to act) upon all or any of the Instructions given or deemed to have been given or purportedly given by the Contractor and/or the Employer.

18.3 The indemnities contained in this clause shall survive the termination of the arrangement with the Agent,

19. Confidentiality

The Parties will at all times maintain confidentiality regarding the contents of this Agreement and they shall not make any announcement to the public or to any third party regarding the arrangements contemplated herein without the prior written consent of the Agent. The Agent shall be free to disclose the contents of this Agreement and all information in relation to the Parties to its affiliates and subsidiaries and for the promotion of its business and if required with

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

any Government Authority. The Agent shall also disclose to the Parties any information relating to the Joint Dedicated account including the credit balances and the transactions done from time to time therein, if so requested by any Party.

20. Inconsistency

In case there is any inconsistency between this Agreement and any other mandate, writings, letters and documents, the provisions of this Agreement shall prevail. The Parties acknowledge and confirm that all prior negotiations, representations, understandings, writings and statements of any nature as to the matters set out herein are hereby superseded in their entirety by this Agreement.

SCHEDULE I

(Addresses for Communication)

For the Contractor : _____

For Employer : **SLPDC**

For Agent : _____

AS WITNESS this Agreement has been signed by the duly authorized representatives of the Parties the day and year first before written:

SIGNED AND DELIVERED by _____

In capacity of the Contractor

Through its authorised signatory

[]

SIGNED AND DELIVERED BY SLPDC

In capacity of the Employer

Through its authorized signatory

Package – P1 : Construction of Adit-1 cum Spill Tunnel alongwith Spill outfall structure, Adit-2, Adit-3 & Adit-4 to HRT, HRT from STA. 100.00 m to 11865.723 m, Spill Tunnel Gate, Adit-3 Gate and Road Works etc. of Lower Arun HE Project.

SIGNED AND DELIVERED BY

In capacity of the Agent

Through its authorized signatory

In the presence of

1. [•]

2. [•]