

एसजेवीएन अरुण-3 पावर डवलपमेंट कंपनी प्रा. लि.  
SJVN Arun-3 Power Development Company Pvt. Ltd.

(एसजेवीएन की पूर्ण स्वामित्व वाली अभिनस्थ कंपनी)

(A wholly owned subsidiary of SJVN)

900 मेगावाट अरुण-3 जलविद्युत परियोजना  
900 MW Arun-3 Hydro Power Project

Regd. No.: 111808/69/070



Ref. No.: SAPDC/ P & C/Arun-4 HEP/PCD-02/2023-05

Dated: 13.01.2023

**Notice Inviting Tender (NIT) & Information to Bidders (ITB)**

SJVN Arun-3 Power Development Company (P) Ltd. (SAPDC/Employer), Tumlingtar, Nepal (A Subsidiary of SJVN a joint venture of GOI & H.P.) having Registered office at Kathmandu, Nepal invites Sealed Bid under single stage two Envelops bid system on item rate basis from the competent Bidders/Contractors/firms of Nepal for the following work:

1.	<b>Name of Work:</b>	Preparation & submission of Engineering Geological map of Arun-4 HEP covering components (a) concrete weir, Intake, reservoir and Desilting Chamber near Gola village, (b) Head Race Tunnel and (c) Surge Shaft, Pressure Shafts, Underground Power House and TRT near Uwagaon Village with minimum requisite, qualified & experienced manpower and including all expenses as per scope of work at Annexure-B.
1.1	<b>Tender No.</b>	PCD-02/2023
1.2	<b>NIT reference</b>	PCD-02/2023
1.3	<b>Time Allowed for Completion of whole of the works</b>	105 days to be reckoned from 7 <sup>th</sup> day from the issuance of LOA.
1.4	<b>Estimated Cost</b>	<b>NPR 44,78,077/- (Inclusive of VAT)</b>
1.5	<b>Cost of Bidding Document (Non-refundable).</b>	NPR 1,000/- in the form of bank draft/Manager's cheque payable at Khandbari, Nepal in favour of <b>SAPDC-NPR CONSTRUCTION ACCOUNT.</b>
1.6	<b>Date and time for availability of Bidding document on <a href="http://sjvn.nic.in">http://sjvn.nic.in</a> &amp; <a href="http://www.sapdc.com.np">www.sapdc.com.np</a></b>	13.01.2023 to 02.02.2023
1.7	<b>Earnest Money Deposit</b>	<b>NPR 89,600/- (to be submitted as per clause no. 14 ).</b>
1.9	<b>Last date &amp; time for submission of Bid(s).</b>	02.02.2023 Time: 15:00 Hours.
1.10	<b>Time and Date for opening Technical Bid(s).</b>	03.02.2023 Time: 16:00 Hours.

<b>1.11</b>	<b>Time and Date of opening Financial Bid(s).</b>	To be intimated/uploaded separately on websites.
<b>1.12</b>	<b>Bid validity period</b>	The bids shall remain valid for acceptance for a period of 90 days from the date of opening of Techno-Commercial Bids.
<b>1.13</b>	<b>Place of submission/opening bid/Bids</b>	Chief Engineer (P&C), SAPDC, Arun-3 HEP, Satluj Bhawan, Arun Sadan,
<b>1.14</b>	<b>Authority/Officer inviting Tender</b>	Tumlingtar, Distt. Sankhuwasabha, Nepal. Phone: +977-29-575154, 9852099789 E-mail Address: <a href="mailto:pnc.sapdc@gmail.com">pnc.sapdc@gmail.com</a>

2. **Eligibility:**

2.1 **Minimum Qualifying Criteria(MQR):**

To qualify for award of the Contract bidder should have;

- i. Experience of Successfully Completion/substantial completion of minimum one similar work as Contractor/ sub-contractor/ JV Member during last seven years (the end date of completion of work should fall within the preceding 7 years) ending last day of month previous to the one in which bids are invited of at least amount of **NPR 22,39,038.5** /- including VAT.

**Similar Work here means “Preparation of report(s) or study/investigation, which involves Geological/Engineering Geological works”**

Substantial completion here would mean completion of minimum 80 % of awarded amount.

In support of above experience condition, the bidder shall submit copies of award letter/contract agreement along with successful completion certificate from the agency/firm for which work was executed.

In case work has been executed as JV member, value of the work executed shall be considered in proportionate to percentage participation in JV.

- ii. The Experience/Qualification of bidder’s/contractor’s personnel(s) of proposed team: (minimum required manpower (Geologist, surveyor, helper/chainmen etc) as per scope of work at Annexure-B):
- a. Bidders should have requisite personnel/ experts or have tie-up arrangements with their firm/ agency to carry out the above work.
- In this support bidder has to submit the letter of appointment of team member(s)/PF/Salary statement etc. to substantiate the same or submit the consent letters of the proposed team members on legal/Nepalis paper to carry out this work (only for manpower at sr.no. 1,2 & 3 under Table No.1 (i.e only for Geologist (Team leader), Geologist & surveyor).
- b. Bidder has to submit the degree certificate i.r.o academic qualification and experience certificate against experience of the proposed team members/ personnel/ experts.

**The requisite Minimum manpower/ personnel(As per scope of work at Annexure-B) and Qualification & experience of manpower/ personnel are as under:**

**Table No.1:**

<b>Sr. No.</b>	<b>Description</b>	<b>Minimum requirement in Nos.</b>	<b>Qualification</b>	<b>Experience</b>	<b>Remarks</b>
1.	Geologist /Engineering Geologist (Team Leader)	1	M.Sc. in: Geology/Engineering Geology	with at least 5 years (cumulative or single stretch) of experience as Geologist or experience in Geology/engineering geological mapping.	-

2.	Geologist/ Engineering Geologists	5	M.Sc. in Geology/Engin eering Geology	with at least 1 year (cumulative or single stretch) of experience as Geologist or experience in Geology/engineering geological mapping	-
3.	Surveyors	2	Diploma in Civil Engg/Surveying	with at least Six (06) months (cumulative or single stretch) experience in Surveying	experience in Surveying (preferably with total station) & Preferably from local/from Sakhuwasabha district
4.	Helper/ chainmen	6	-	-	Preferably from local/from Sakhuwasabha district

The bid shall be treated as non-responsive in case bidder fails to provide supporting document in respect of experience as detailed above.

- 2.2 The above stated requirements are minimum and the Employer reserves the right to request for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of the Employer, the qualification data is incomplete or the Bidder if found not qualified to satisfactorily perform the Works.
- 2.3 Notwithstanding anything stated above, the Employer reserves the right to assess Bidder's capability and capacity to perform the works, should the circumstances warrant such an assessment in the overall interest of the Employer.
- 2.4 Joint Venture/ Consortium are not eligible for Bidding.

**3. Time for completion:**

Time period for completion of Assignment shall be 105 days to be reckoned from 7th day of issuance of LOA.

4. Interested Bidders may download the Tender documents from <http://sjvn.nic.in/tender.htm> or [www.sapdc.com.np](http://www.sapdc.com.np) and submit their offer along with the cost of Tender Document and EMD as mentioned under para 1.5 & 1.7 herein-above respectively.

**5. Cost of Bidding:**

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

**6. Site Visit:**

- 6.1 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself, on his own responsibility, all information that may be necessary for preparing the bid. The bidder shall assess and satisfy himself as to the adequacy of the local conditions such as approach roads to the site, adequacy of existing culverts/ bridges/ roads for the expected traffic, water and power supply, nature of ground and sub-soil conditions, water table level, accommodation required during the Contract, river, geological and climate conditions, local terrain, availability of labour, construction materials, details of taxes, royalties duties and levies as applicable in Nepal and any other information required. The costs of visiting the Site shall be at the Bidder's own expense.

6.2 The bidder and any of his personnel or agents will be granted permission by the SAPDC to enter upon its premises and lands for the purpose of such inspection but only upon the express condition that the bidder, his personnel or agents shall release and indemnify the SAPDC and its personnel and agents from and against all liability in respect thereof and shall be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expenses however caused, which, but for the exercise of such permission would not have arisen.

7.0 The bidder is expected to examine carefully all instructions, terms and conditions, Performa, specifications etc. in the Tender Documents. Failure to comply with the requirements of bid documents shall be at the bidder's own risk. However, after study of the documents if the bidder notices any error in typing, spellings and/or any omission the same can be brought to the notice of Employer at least 2 days prior to the deadline for submission of bids. It shall be the sole discretion of the Employer to consider such errors/omissions for which necessary corrigendum will be issued.

#### **8.0 Clarification of Bidding Documents:**

A prospective bidder requiring any clarification of the bidding documents may notify to the Chief Engineer (P&C), SAPDC, Arun-3 HEP, Satluj Bhawan, Arun Sadan, Tumlingtar, Distt. Sankhuwasabha, Nepal.

#### **9.0 Amendment of Bidding Documents:**

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

9.2 In case of any amendment/corrigendum to this Tender Notice as well as to the Tender Document, such corrigendum/addendum to the Bidding document shall be available on the websites <http://sjvn.nic.in/tender.htm> and <http://www.sapdc.com.np/pages/tender> only.

9.3 Any Corrigendum /Addendum thus issued shall form part of bidding document and shall only be uploaded on <http://sjvn.nic.in/tender.htm> and <http://www.sapdc.com.np/pages/tender>.

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

#### **10.0 Language of bid:**

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

#### **11.0 Bid Prices:**

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

11.2 **The bidder shall offer rates & prices inclusive of VAT and all other taxes & duties etc. and inclusive of all expenses as per scope of work at Annexure-B (wages, boarding, lodging, fooding, transportation, required equipments etc.) "on Firm Price Basis" in the Priced Schedule/Bill of Quantities of the Bidding documents and shall not be subject to adjustment on any account.**

11.3 The rates and amounts shall be quoted in decimal in such a manner that no interpolation is possible. The rates and amounts shall be written both in words and figures. In case of ambiguities in between the rate in figures and the rate in words, the rate quoted in words shall prevail and the amount shall be corrected accordingly. The SAPDC reserves the right to adjust arithmetical or other errors in any tender/quotation in the way which it considers suitable. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting. Corrections by applying correcting fluid shall not be permitted.

- 11.4 The bidder shall fill in unit rates and prices for all items of Works described in the Bill of Quantities/Priced Schedule. Items against which no rate or price is entered by the bidder will not be paid for by the SAPDC when executed, and shall be deemed to be covered by the other rates and prices in the Bill of Quantities/Priced Schedule. However, the rate for excess over quantities of such items beyond deviation limit prescribed under the contract will be worked out in accordance with the provisions contained in the Contract.
- 11.5 Only unconditional discount offered by the Bidder on the Performa for Price Bid shall be considered for evaluation.
- 11.6 As regards the Income Tax, Surcharge on income tax, VAT & any other Taxes as applicable in Nepal, SAPDC shall not bear any Tax liability whatsoever. The Bidder shall be liable and responsible for payment of such Taxes if applicable under the provision of law at present or in future in Nepal. SAPDC will deduct TDS (Tax deductions at Source) as applicable. The details/information towards the deductions shall be issued by SAPDC.

## **12.0 Currencies of Bid and Payment:**

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

## **13.0 Bid Validity Period:**

- 13.1 Bids shall remain valid for acceptance for a period of 90 days (Ninety days) from the date of opening of Techno-Commercial Bids prescribed in Para-21.0 hereof.
- 13.2 The SAPDC may request the bidders to extend the period of validity for a specified additional period. The request and the bidder's response shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be permitted to modify his bid, but will be required to extend the validity of his bid security for the period of the extension and in compliance with Para-14.0 hereof in all respects.

## **14.0 Bid Security/EMD:**

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

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

- (ii) EMD of the bidder shall be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of validity of the bid.
- (iii) The EMD of the successful bidder shall be return within 30 days after submission of performance security and signing of contract agreement.
- (iv) The Earnest Money of unsuccessful bidders will be returned within 30 days of the award of work to the successful bidder.
- (v) No interest shall be payable by SAPDC on EMD/ contract security.

## **15.0 Variation in Bidding Conditions:**

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

## **16.0 Signing of bid:**

- 16.1 The original and all copies of the bids shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder under legally enforceable Power of Attorney. All the pages of the bid shall be signed and stamped at the lower right hand corner by the person or persons signing the bid.

16.2 The bid shall not contain any alterations or additions or deletions except those to comply with the instructions issued by the Employer or as necessary to correct errors made by the bidder in which case, such corrections shall be initialed by the person or persons signing the bid.

**17.0 Documents comprising the bid and manner of Submission thereof:**

17.1 The bid shall consist of two parts as under:

**Part –I (Envelope-I)**

- i.** Comprising Bid Security in the form and amount as per bid conditions (as per Sr. No 14.0)
- ii.** Cost of Tender Document (as per Sr. No. 1.5).
- iii.** Comprising Techno-commercial bid (excluding price bid). The following documents duly signed shall be submitted in this part of the bid:
  - a.** Work experience along with supporting document as stipulated under clause at Sr. No. 2.1(i.) of NIT & ITB.
  - b.** Supportive document to substantiate the experience, qualification etc. of the proposed team member as stipulated under clause at Sr. No. 2.1(ii.) of NIT & ITB.
  - c.** Duly filled in and signed by authorized signatory, Tender Form, Form of Declaration, Undertaking regarding Blacklisting
  - d.** Account Detail
- iv.** Photo copy of VAT/PAN Number/Registration certificate along with Article of association and memorandum (if applicable).

**Part – II (Envelope-II)**

Comprising of Price Bid., duly filled in & signed Bill of Quantities (BOQ) at **Annexure-A**.

17.2 A rate or price shall be entered against each item in the priced Bill of Quantities (Price Schedule), whether quantities are stated or not. The cost of items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities (Price Schedule).

17.3 In the “Techno-Commercial” part of the bid the bidder shall not give any indication about the bid price in any manner whatsoever. Non-compliance of this provision may result in the rejection of bid.

17.4 The part II of the bid (i.e. Price bid) shall be strictly in accordance with the forms provided in the Bill of Quantities /Price Schedule.

17.5 The bidder shall not take any deviation from the bid conditions.

17.6 The bidder shall also fill, sign and stamp each page of the documents forming part of the bid, on the left hand cover (bottom side).

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

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

**On upper left hand corner.**

- i.** Bid for (Name of Work)
- ii.** To be opened by tender committee only.

**In the center of the cover.**

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

**On the bottom left hand corner:**

Name and address of the bidder.

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

**Chief Engineer (P&C),  
SAPDC, Arun-3 HEP,  
Satluj Bhawan, Arun Sadan,  
Tumlingtar, Distt. Sankhuwasabha, Nepal.**

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

**18.0 Dead line for Submission of Bids:**

- 18.1 The bids shall be received by the SAPDC not later than the time & date at the address specified at Para 1.9 and 1.13 here-in above.
- 18.2 The SAPDC may extend the deadline for submission of bids by issuing an amendment in accordance with Para 9.0 hereof, in which case all rights and obligations of the SAPDC and the bidders previously subject to the original deadline will then be subject to the new deadline.

**19.0 Late/Delayed Bids:**

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

**20.0 Modification and Withdrawal of Bids:**

- 20.1 The bidder may modify or withdraw his bid after bid submission, provided that the modification or notice of withdrawal is received in writing by the SAPDC prior to the prescribed deadline for submission of bids.
- 20.2 The bidder's modification or notice of withdrawal shall be prepared, sealed, marked and delivered in accordance with the Para-16.0 & 17.0 hereof, with the inner envelopes additionally marked "Modification" or "Withdrawal" as appropriate.
- 20.3 Subject to Para-22.0, no bid may be modified subsequent to the deadline for submission of bids.
- 20.4 Withdrawal/Modification of bid between the deadline for submission of bids and the expiry of the period of bid validity or as extended pursuant to Para-13.0 hereof shall result in the forfeiture of the bid security pursuant to Para-14.0 hereof.

**21.0 Bid Opening:**

- 21.1 Bids for which an acceptable notice of withdrawal has been submitted pursuant to Para-20.0 hereof shall not be opened.
- 21.2 Then, the Part-I of the bid i.e., the envelope containing bid security & cost of tender document and the document as per 17.1 of ITB shall be opened. The bids whose bid security is either deficient in value and/ or form, will be rejected out rightly & will not be evaluated further.
- 21.3 The "Price Bid" (Part-II of the bid) shall be opened on same day if no clarification is required from the Bidder. In case clarification is sought from the Bidder, price bids of substantial responsive bidders shall be opened after deadline for clarification submission to the Bidders as intimated on websites. It will be discretion of the SAPDC to invite all the bidders to be present at the time of opening of price bids or only those bidders whose bids are ascertained to be techno-commercially responsive. The envelope of modification pursuant to Para-20 hereof, if any, to this part of bid shall be opened first.
- 21.4 Bidder's authorized representatives may attend the bid opening. The officers of the SAPDC authorized for opening of bids will announce the bidder's name, written notifications of bid withdrawal if any, the presence or absence of the requisite bid security, the deviations taken by the bidder's etc., and any such detail as the said officer(s) may consider appropriate. The bidder's representative(s) shall sign register provided by SAPDC for evidencing their participation in the process of bid opening.

## **22.0 Clarification of Bids:**

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

## **23.0 Determination of Responsiveness & Techno-Commercial evaluation:**

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

- a. Meets the eligibility and qualification requirements set out under Para 2.0 hereof;
- b. has been properly signed by an authorized Signatory holding notarized Power of Attorney in his favour.
- c. is accompanied by the required securities, and
- d. is substantially responsive to the requirements of the bidding documents.

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

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

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

## **24.0 Commercial evaluation:**

24.1 Bids determined to be substantially responsive will be checked by the SAPDC for any arithmetic errors. Errors will be corrected by the SAPDC as follows:

- i) where there is a discrepancy between unit rate in figures and in words, the unit rate in words will govern; and
- ii) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted in words will govern.
- iii) In case error due to wrong extension of quantities, the quantities as specified in the Bid documents will be considered and multiplied by the unit rates quoted in words to obtain the amount.

24.2 The amount stated in the Bid will be adjusted by the SAPDC in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, his bid will be rejected and the bid security shall be forfeited.

## **24.3 Evaluation and Comparison of Bids:**

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

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

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



## **25.0 Award Criteria:**

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

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

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

## **27.0 Notification of Award:**

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

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

## **28.0 Signing of Agreement:**

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

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

## **29.0 Performance Security:**

a) Contractor shall furnish a “Contract Performance Guarantee” in favour of SAPDC-NPR CONSTRUCTION ACCOUNT, towards contract performance security within 30 days from the issue of letter of award in one of the form as detailed below:-

- i. Bank Draft/Manager Cheque/FDR(duly pledged in favour of **SAPDC-NPR CONSTRUCTION ACCOUNT** )
- ii. An irrevocable valid and fully enforceable Bank Guarantee (may be in the format provided in tender document at **Annexure-II**) from a Commercial (Class A) bank of Nepal in favour of **SAPDC-NPR CONSTRUCTION ACCOUNT** acceptable to SAPDC.

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

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

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

Name	Designation	Contact No.	Address
Er. Rakesh Singh	CE(P&C)	+977-29-575154	SAPDC, Arun-3 HEP, Satluj Bhawan, Arun Sadan, Tumlingtar, Distt. Sankhuwasabha, Nepal.

### SCOPE OF WORK

The scope of work for “Preparation & submission of Engineering Geological map of Arun-4 HEP covering components (a) concrete weir, Intake, reservoir and Desilting Chamber near Gola village, (b) Head Race Tunnel and (c) Surge Shaft, Pressure Shafts, Underground Power House and TRT near Uwagaon Village with minimum requisite, qualified & experienced manpower and including all expenses as per scope of work at Annexure-B. (PCD-02/2023)” shall include but not be limited to the following activities.

#### **1. Location and Accessibility:**

Arun-4 Hydroelectric Project lies in the Sankhuwasabha Districts (Makalu and Bhot Khola VDC) of Nepal on Arun River, a principal tributary of SaptaKoshi. The project lies between Upper Arun HEP (upstream) and Arun-3 HEP (downstream). The project envisages construction of a concrete weir across river Arun near Gola village, Head Race Tunnel and underground Power House on the right bank near Uwagaon.

Access to the project site lies through Jogbani- Biratnagar- Hile-Chainpur- Jogbani to Khandbari is connected by all-weather metalled road. Various project components are located on the right bank of the river. The main components of the project are accessible from Tumlingtar via Tumlingtar-Khandbari-Chainkutti-Phakshinda-Gola route. At Tumlingtar an airstrip connected to Kathmandu by half an hour journey by air. Geologically, the Arun4 HEP falls under Lesser Himalayan Rocks of Precambrian age.

#### **2. Objective:**

- 2.1 Preparation of Engineering Geological map around Arun4 HEP which is about 50 km<sup>2</sup> area having rugged topography with ranging altitude of 850m to 1800m. Tentative boundary of the project is marked on Google earth image (**Annex-1**). Engineering Geological mapping should be done under the guideline of IS code 15686:2006. The main components of Arun4 HEP is (a) concrete weir, Intake, reservoir and Desilting Chambers near Gola village, (b) Head Race Tunnel and (c) Surge Shaft, Pressure Shafts, Underground Power House and TRT.
- 2.2 Collection of Engineering Geological Data (in the given format as Annexure-2) along the all components of the project covered by every rock exposure is required for preparation of Engineering Geological Map (**1:5000** scale). Photographs should be taken during Geo-technical data collection and labelled with outcrop number as enclosed **Annex-2**.
- 2.3 For topographical reference, bench marches are provided by SAPDC, however Geological Mapping of lithological contacts by surveying with Total Station along with all logistics will be arranged by executing team/agency.
- 2.4 Demarcation and plotting of lithological contacts, discontinuity features like foliation, joints, folds, faults/thrusts, shear etc. with standard symbols (ref. IS code 7422 part-4 & Part-5) on the Engineering Geological Map with extant and position.
- 2.5 Demarcation of land slide area, shear zone should be shown on the Engineering Geological Map with extant and position if any encountered during survey.

**3.0 Deployment of minimum Manpower and Qualification & experience of manpower/ personnel are as under:**

**Table No.1:**

<b>Sr. No.</b>	<b>Description</b>	<b>Minimum requirement in Nos.</b>	<b>Qualification</b>	<b>Experience</b>	<b>Remarks</b>
1.	Geologist /Engineering Geologist (Team Leader)	1	M.Sc. in: Geology/Engineering Geology	with at least 5 years (cumulative or single stretch) of experience as Geologist or experience in Geology/engineering geological mapping.	-
2.	Geologist/Engineering Geologists	5	M.Sc. in Geology/Engineering Geology	with at least 1 year(cumulative or single stretch) of experience as Geologist or experience in Geology/engineering geological mapping	-
3.	Surveyors	2	Diploma in Civil Engg/Surveying	with at least Six(06) months(cumulative or single stretch) experience in Surveying.	experience in Surveying (preferably with total station) & Preferably from local/from Sakhuwasabha district
4.	Helper/chainmen	6	-	-	Preferably from local/from Sakhuwasabha district

**3.1** The Work shall be done under the supervision of team leader and team leader shall be available at site during the Geological Mapping.

**3.2** A team comprising Six Geologist (including a team leader) which must be equipped with individual safety and geological tools like Brunton Compass, Geological Hammer, Schmidt Hammer etc.

**3.3** Surveyors must be equipped with individual Total Stations including all accessories required for surveying works.

**3.4** Contractor shall provide all the equipment and stationery(consumables/non-consumables) including Total station, Brunton, Schmidt & Geological Hammer etc. No material and T&P will be issued by SAPDC.

**4.0 Other responsibility of bidder/contractor towards engaged man powers:**

- i. The bidder shall arrange accommodation, food, transportation etc. for its people to be deployed at site for carrying out the job at his own cost. SAPDC will not be responsible for it.

- ii. The cost towards client's liability and workers compensation insurance in respect of personnel such as life, health, accident, travel etc as appropriate and fulfilling all risks covering insurance liabilities shall be borne by the Contractor as per prevailing laws and practices of Nepal.
- iii. The successful bidder shall submit the details of the personnel, deployed by the bidder for execution of the jobs, to SAPDC before initiation of work.
- iv. The bidder shall be responsible for providing necessary PPE for the work related activities of the personnel.
- v. In case of substitution/replacement of team member(s) assigned for this assignment approval of EIC shall be required before doing the same.
- vi. The contractor shall comply with all the prevailing laws and acts of Nepal, amended from time to time & Laws and Regulations applicable to the bidder.
- vii. The bidder/Contractor shall be responsible for any work related accidents throughout the contract period.
- viii. The agency shall ensure minimum wages, as applicable. The agency shall also ensure adherence to all labour laws of Nepal and nothing shall be borne by SAPDC on this account.
- ix. The Helper/chainmen shall be qualified and well versed in similar nature of work.
- x. The contractor shall be responsible to ensure all safety measures during the work, in case any mishap, the contractor shall have to bear all financial liability. SAPDC shall not bear any compensation or responsibility.
- xi. The contractor shall be responsible for any damage resulting from his operations.

**5. Data submission:**

Detailed engineering geological data must be submitted as per format attached (**Annex-2**) in hard copy. Prior submission of field data, Cross verification of collected data should be done collectively with SAPDC and team leader or his representative. Final submission of collected data must be within stipulated time and acceptance of the same by SAPDC.

Compilation of Survey and Engineering Geological map should be submitted in AutoCAD (.dwg) format with all Survey and Geological symbols/legends.

## Special Condition of Contract (SSC) (PCD-02/2023)

1. The contractor shall arrange/ install the necessary equipment complete in all respects including & all the instruments are in good condition and to be kept ready all the time.

2. **Deployment of labour:**

i. The contractor will deploy minimum manpower with qualification and experience of such type of work(as under Table No.1 below) and the arrangement for Manpower & logistic required to carry out above cited work shall be borne by contractor/ agency at his own cost.

**Table No.1:**

Sr. No.	Description	Minimum requirement in Nos.	Qualification	Experience	Remarks
1.	Geologist /Engineering Geologist (Team Leader)	1	M.Sc. in: Geology/Engineering Geology	with at least 5 years (cumulative or single stretch) of experience as Geologist or experience in Geology/engineering geological mapping.	-
2.	Geologist/ Engineering Geologists	5	M.Sc. in Geology/Engineering Geology	with at least 1 year(cumulative or single stretch) of experience as Geologist or experience in Geology/engineering geological mapping	-
3.	Surveyors	2	Diploma in Civil Engg/Surveying	with at least Six(06) months(cumulative or single stretch) experience in Surveying	experience in Surveying (preferably with total station) & Preferably from local/from Sakhuwasabha district
4.	Helper/ chainmen	6	-	-	Preferably from local/from Sakhuwasabha district

ii. All traveling expenses including provision of all necessary transport to & fro from site, lodging, allowances and other payment to the experts/workmen shall be the sole responsibility of the contractor. SAPDC shall not facilitate/provide any transportation for manpower & machinery.

iii. The contractor will comply with all acts/laws and other statutory provisions rules, regulations and byelaws as are applicable or which might become applicable with regard to the performance of the work and the engagement of the experts/workers. Minimum wage as notified by the Govt. of Nepal and amended from time to time shall be ensured by the Contractor for different labour categories.

iv. The rates shall remain firm during the execution of the contract. No escalation shall be paid.

- v. The contractor will be responsible for compensation payable arising out of accidents including payment to third party, if involved, no compensation in case of accident / damages or for death / injury to the experts/workmen will be paid by the SAPDC.
- vi. All manpower and machinery must be insured with the requisite amount and high altitude covering.
3. The contractor at his own cost shall arrange for security at sites (if required). SAPDC will have no responsibility as well as liability whatsoever on account of any loss or damage caused to the contractor's personnel or survey equipments etc.
4. No material and T&P will be issued by SAPDC.
5. Manpower required for smooth functioning of work site to the entire satisfaction of Engineer-in-Charge or his authorized representative shall be deployed by the contractor.
6. The execution of work shall be carried out as per satisfaction & direction of EIC or his authorized representative of SAPDC at site.
7. The work shall be carried out in manner complying in all respect with the requirements of relevant by laws of the local bodies in whose jurisdiction the work is situated.
8. Subletting/Outsourcing within the team for mapping of any component is not permitted.
9. The contractor shall be responsible to ensure all safety measures during the work, in case any mishap, the contractor shall have to bear all financial liability. SAPDC shall not bear any compensation or responsibility. The contractor and his workers shall follow all safety rules while working, so as to avoid any accident. For this purpose, the contractor shall give sufficient safety training and instruction to the work men and ensure proper use of safety equipment by those concerned.
10. The workmen to be engaged by the contractor shall have no right in any way for direct or indirect employment in SAPDC. During the currency of contract and after its expiry or termination no employee of the contractor who have ever worked on contract against this work will be offered direct or indirect employment of SAPDC.

**11. Payment:** Payment terms shall be as under:

- i. 20% of the contract amount shall be released after submission of detailed engineering geological data along with map of components covering concrete weir, Intake, reservoir and Desilting Chambers as per format attached (**Annex-2**) in hard copy and after verification by SAPDC at site.
- ii. 50% of the contract amount shall be released after submission of detailed engineering geological data along with map of components covering Head Race Tunnel as per format attached (**Annex-2**) in hard copy and after verification by SAPDC at site.
- iii. 20% of the contract amount shall be released after submission of detailed engineering geological data along with map of components covering Surge Shaft, Pressure Shafts, Underground Power House and TRT as per format attached (**Annex-2**) in hard copy and after verification by SAPDC at site.
- iv. 10% of the contract amount shall be released after final submission of compiled engineering geological data along with map covering all project components and verification by SAPDC.

**12. Compensation For Delay: -**

If the contractor fails to achieve completion of the work within the time prescribed (i.e. 105 days to be reckoned from 7th day from the issuance of LOA) and if in the opinion of SAPDC, delay is solely attributed to the contractor, SAPDC shall be entitled to levy LD for delay. The amount of the liquidated damage (not as penalty) shall be @ 0.12% of contract price per day shall be levied subject to maximum of 5% of the contract price.

Note: Time taken for the verification/review of reports by SAPDC shall not be attributed to the contractor.

**13. Deviation:** Deleted without change in sr.no.

#### **14. Time Extensions For the Completion of work:**

- i. Time for Completion allowed for execution of the Works is as specified at Sr. No. 12 of SCC.
  - ii. However, if the work is delayed on account of:
    - a. Delay in handing over of site/Data/Document etc. to the Contractor; or
    - b. Increase in the quantity of work/scope of work to be done under the Contract;
    - c. Suspension of work; or
    - d. Rebuilding of work; or
    - e. "Force Majeure"; or
    - f. Any other cause which, in the opinion of the Engineer-in-Charge is beyond the Contractor's control;
  - iii. No extension in time on account of rains shall be admissible
  - iv. Further, no monetary claims shall be admissible to the Contractor for such.
  - v. The Engineer-in-Charge may, at his sole discretion and with due regard to the event, grant fair and reasonable extension of time sue motto.
- 15.** Neither party to the Contract shall be liable to the other in respect of any loss or damage which may occur or arise out of "Force Majeure" to the Works or any part thereof or to any material or article at site but not incorporated in the Works or to any person or anything or material whatsoever of either party provided such a loss or damage could not have been foreseen or avoided by a prudent person and the either party shall bear losses and damages in respect of their respective men and materials. Liability of either parties shall include claims/compensation of the third party also.
- 16.** The Contractor shall indemnify and keep indemnified the Employer against all losses and claims for death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the execution of works during the Period for Completion for whole of the works and also against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, and such liabilities shall include claims/compensations of the third party.

#### **17. Force Majeure :**

The term "Force Majeure" shall herein mean riots (other than among the Contractor's employees), Civil Commotion (to the extent not insurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires not caused by Contractor's negligence and other such causes over which the Contractor has no control and are accepted as such by the Engineer-in-Charge, whose decision shall be final and binding. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party alleging that it has been rendered unable as aforesaid, thereby shall notify within 10 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.

Extension of time without levy of LD shall be provided during the period of occurrence of Force Majeure event, however no cost compensation shall be provided.

#### **18. Contractor's Default:**

- i. If the contractor shall neglect to execute the work with due diligence and expedition or shall refuse or neglect to comply with any reasonable order give to him in writing by the EIC in connection with the work or shall contravene the provisions of the contract , the Employer may give notice in writing to the contractor to make good the failure, neglect or contravention complained of , should the contractor fail to comply with the notice within fifteen (15) days from the date of service thereof, then and in such case

the Employer shall terminate the contract and shall be at liberty to comply other contractor and forthwith execute such part of the work as the contractor may have neglected to do or if the Employer shall think fit, without prejudice to any other right he may have under the contract, to take the work wholly or in part out of the contractor's hands and re-contract with any other person or persons to complete the work or any part thereof and apply any balance payment which may otherwise be due on the contract by him to the contractor, or such part thereof as may be necessary, to the payment of the cost of executing the said part of the work or of completing the work as the case may be. If the cost of completing the work or executing a part thereof as aforesaid shall exceed the balance payment due to the contract, the contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay, which the contractor shall have to pay if the completion of work is delayed and attributable to the contractor.

- ii. The termination of the contract under this clause shall not entitle the contractor to reduce the value of the contract performance security nor the time thereof. The Contract Performance Security shall be valid for the full value and for the full period or the completion of the Contract.

**19. Suspension of work:**

The SAPDC reserves the right to suspend and reinstate execution of the whole or any part of the works without invalidating the provisions of the contract. Orders for suspension or reinstatement of the works will be issued by SAPDC to the contractor in writing. The time for completion of the works will be extended for a period equal to the duration of the suspension. SAPDC shall not be responsible for any liabilities, if suspension or delay is due to some fault on the part of the contractor.

**20. Foreclosure Of Contract In Full Or In Part Due To Abandonment Or Reduction In Scope Of Work:**

If at any time after acceptance of the tender the Employer decides to abandon or reduce the scope of the Works for reason whatsoever and hence does not require the whole or any part of the Works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the Contractor, and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the Works in full but which he could not derive in consequence of the fore-closure of the whole or part of the Works.

The Contractor shall be paid at Contract rates for full amount of the Works executed at Site and, in addition, a mutually agreed reasonable amount as certified by the Engineer-in-Charge for the items which could not be utilized on the Works to the full extent because of the foreclosure

**21. Copyright:**

The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Contractor herein shall remain vested in the Contractor, or, if they are furnished to the Purchaser directly or through the Contractor by any third party, including Contractors of materials, the copyright in such materials shall remain vested in such third party.

**22. Confidential Information:**

The Employer and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data and other information it receives from the Employer to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this Clause.



**23. Resolution of dispute:**

- a. In case of any dispute or differences out of the contract in connection with the contract, the same shall be referred to the Sole Arbitrator, who shall be appointed by the CEO, SAPDC. The award of the arbitrator shall be final and binding on both the parties.
- b. The courts of Chainpur jurisdiction shall be exclusive jurisdiction to entertain any try of matter arising out of this contract.

# FORMS

# TENDER FORM

To

**Chief Engineer (P&C),**

**SAPDC, Arun-3 HEP, Tumlingtar.**

1. We have read and examined the following Bidding Documents relating to "Preparation & submission of Engineering Geological map of Arun-4 HEP covering components (a) concrete weir, Intake, reservoir and Desilting Chamber near Gola village, (b) Head Race Tunnel and (c) Surge Shaft, Pressure Shafts, Underground Power House and TRT near Uwagaon Village with minimum requisite, qualified & experienced manpower and including all expenses as per scope of work at Annexure-B"
  - i. Notice Inviting Tender (NIT) & Information to Bidders (ITB)
  - ii. Forms
  - iv. Detailed Scope of work
  - iv. Special Conditions of Contract (SCC)
  - v. Bill of Quantities (BOQ)
2. We hereby tender for execution of the work referred to in the documents mentioned in paragraph one above upon the terms and conditions contained or referred to in the aforesaid documents and in accordance in all respects with the specifications, designs and other details given herein and at the rates contained in BOQ and within the period(s) of completion and subject to such terms and conditions as stipulated in the enclosed Bidding Documents.
3. We agree to keep this tender open for acceptance for 90 days after the last date for submission of bid and also agree not to make any modifications in its terms and conditions on our own accord.
4. Earnest Money Deposit of requisite amount as specified in bidding document is hereby enclosed in the form of a Bank Draft/Manager Cheque/FDR (duly pledged in favour of **SAPDC-NPR CONSTRUCTION ACCOUNT**)/Bank Guarantee in favour of **SAPDC-NPR CONSTRUCTION ACCOUNT** payable at Khandbari acceptable to SJVN Arun-3 Power Development Company Private Limited. We agree that if we fail to keep the validity of tender open, as aforesaid, or make any modification in the terms and conditions of our tender on our own accord and/or fail to commence the execution of the works as provided in the documents referred to in paragraph-1 above, after the acceptance of our tender, we shall become liable for forfeiture of our earnest money, as aforesaid, and the Employer shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.

Should this tender be accepted, we agree to abide by and fulfil all the terms and conditions and provisions of the above mentioned Bidding Documents.

We certify that the Tender submitted by us is strictly in accordance with the terms, conditions, specifications etc. as contained in your Bidding Documents, referred to in

paragraph-1 above, and it does not contain any deviations to the aforesaid documents. It is further certified that information furnished in the Tender submitted by us is correct to the best of our knowledge and belief.

(Signature of person duly authorized to sign the Tender on behalf of the bidder along with Seal of Company)

**Name**\_\_\_\_\_

**Designation**\_\_\_\_\_

**Contact No. /Email ID**

**Witness:**

Name\_\_\_\_\_

Signature\_\_\_\_\_ Designation\_\_\_\_\_

Date\_\_\_\_\_ Name of Company\_\_\_\_\_

Name & Address\_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Postal Address\_\_\_\_\_

Telegraphic Address: \_\_\_\_\_

Telephone No.\_\_\_\_\_ Telex

No.\_\_\_\_\_

Fax No.\_\_\_\_\_ e-mail \_\_\_\_\_

**FORM OF DECLARATION**

M/s.....(name of Bidder) having its registered office at .....(hereinafter referred to as the Bidder) having carefully studied all the Bidding Documents, specifications, the local and site conditions etc. pertaining to the Work for "Preparation & submission of Engineering Geological map of Arun-4 HEP covering components (a) concrete weir, Intake, reservoir and Desilting Chamber near Gola village, (b) Head Race Tunnel and (c) Surge Shaft, Pressure Shafts, Underground Power House and TRT near Uwagaon Village with minimum requisite, qualified & experienced manpower and including all expenses as per scope of work at Annexure-B" and having undertaken to execute the said works,

DO HEREBY DECLARE THAT:

1. The Bidder is familiar with all the requirements of the Contract.
2. The Bidder has not been influenced by any statement or promise of any person of the Employer but only the Contract Documents.
3. The Bidder is financially solvent.
4. The Bidder is experienced and competent to perform the Contract to the satisfaction of Employer.
5. The Bidder is 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 personnel employed therein.
6. The Bidder hereby authorizes the Employer to seek reference from the bankers of Bidder for its financial position.
7. The Bidder undertakes to abide by all labour welfare legislations.
8. The information / statement submitted by the Bidder along with the bid is true and correct in all respects.

Date:  
e:

**For and on behalf of the bidder**  
.....

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

## UNDERTAKING REGARDING BLACKLISTING

To: [Name and address of Employer]

Dear Sir,

It is hereby certified that, we {*Insert Name of Contractor/Firm*} as an individual or as a partner in JV are not blacklisted by Govt. of India/Govt. of Nepal & its undertaking as on date. The *Bidder/Firm* will immediately inform to Employer (SAPDC) in case of any change in the situation any time here in after.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder/Firm \_\_\_\_\_

Address: \_\_\_\_\_

Seal of the Bidder/Firm \_\_\_\_\_

**Qualification Information Form**  
**STATEMENT OF WORKS COMPLETED DURING LAST 7 YEARS BY THE**  
**BIDDER**

We declare that we ourselves/ as a member of Joint venture / Contractor/Sub-contractor have executed the following works during last seven (07) years reckoned from last day of the month previous to the one in which bids are invited:

Sl. No.	Name of Work	Value of Work (awarded/executed)	Name of Client	Date of LOA/ Agreement	Date of Completion

**Note: -**

- i. Bidders to fill in the details as provided here-in-above and attach additional pages, if necessary.*
- ii. Bidders to enclose necessary certificates in support of above details.*
- iii. Copy of Joint Venture Agreement also to be furnished where the works have been executed in joint venture.*

**BANK ACCOUNT DETAILS**

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

*#Copy of cancelled cheque may also be attached*

**For and on behalf of the bidder /Supplier**

.....

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



**1. FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

**(Refer clause 14.0 of NIT & ITB)**

WHEREAS \_\_\_\_\_ (Name of Bidder) (hereinafter called “the Bidder”) has submitted his bid dated \_\_\_\_\_ (date) for “Preparation & submission of Engineering Geological map of Arun-4 HEP covering components (a) concrete weir, Intake, reservoir and Desilting Chamber near Gola village, (b) Head Race Tunnel and (c) Surge Shaft, Pressure Shafts, Underground Power House and TRT near Uwagaon Village with minimum requisite, qualified & experienced manpower and including all expenses as per scope of work at Annexure-B”

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

THE CONDITIONS of this obligation are:

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

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

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

DATE \_\_\_\_\_ SIGNATURE OF THE BANK \_\_\_\_\_

WITNESS \_\_\_\_\_ SEAL \_\_\_\_\_

(Signature, name and address)

**2. FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT  
(Refer clause 29.0 of NIT & ITB)**

Date:

To,  
Name & Address of the Employer

We have been informed that .....(the "company"), having its registered office at ..... has entered into a Agreement on (Insert LOA No. & Date) .....23.... with you for the work of "Preparation & submission of Engineering Geological map of Arun-4 HEP covering components (a) concrete weir, Intake, reservoir and Desilting Chamber near Gola village, (b) Head Race Tunnel and (c) Surge Shaft, Pressure Shafts, Underground Power House and TRT near Uwagaon Village with minimum requisite, qualified & experienced manpower and including all expenses as per scope of work at Annexure-B"

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

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

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

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

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

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

Notwithstanding anything contained hereinabove:

- (1) Our liability under this Guarantee shall not exceed the Security Amount
- (2) Any demand may be brought by SAPDC under this Guarantee up to close of business on the Expiry Date.
- (3) We shall be liable to pay any amount under this Guarantee or part thereof only if we receive a claim or demand in writing within banking hours at our branch on or before the Expiry Date and if no such demand has been received by us by that time and date, all rights to bring any demand under this guarantee will cease.

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

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

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

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

Name: .....

Designation:.....

Seal of the Bank:.....

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

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

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

*Name:.....*

*Designation:.....*

*Seal of the Bank:.....*

*Signed for and on behalf of:...../*

**PROFORMA FOR AGREEMENT**

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

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

NOW THIS AGREEMENT WITNESSETH as follow:

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

For and on behalf of the Contractor

For and on behalf of SAPDC

i) Name: \_\_\_\_\_  
(Authorized Signatory)

Name: \_\_\_\_\_

ii) Name : \_\_\_\_\_  
\_\_\_\_\_

Designation:

In the presence of:

In the presence of :

Name \_\_\_\_\_

Name \_\_\_\_\_

Add. \_\_\_\_\_

Add. \_\_\_\_\_

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

Signed and Delivered

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

**Price Schedule/Bill of Quantities (BOQ)**

Name of Work: Preparation & submission of Engineering Geological map of Arun-4 HEP covering components (a) concrete weir, Intake, reservoir and Desilting Chamber near Gola village, (b) Head Race Tunnel and (c) Surge Shaft, Pressure Shafts, Underground Power House and TRT near Uwagaon Village with minimum requisite, qualified & experienced manpower and including all expenses as per scope of work at Annexure-B. (PCD-02/2023).

S. No	Description of Item	Unit	Qty	Rate (NPR including VAT and other expenses as per scope of work)		Amount (NPR including VAT and other expenses as per scope of work)																				
				In figures	In words	In figures																				
1	"Preparation & submission of Engineering Geological map of Arun-4 HEP covering components (a) concrete weir, Intake, reservoir and Desilting Chamber near Gola village, (b) Head Race Tunnel and (c) Surge Shaft, Pressure Shafts, Underground Power House and TRT near Uwagaon Village with minimum requisite, qualified & experienced manpower and including all expenses as per scope of work at Annexure-B. <b><u>Minimum manpower, Qualification &amp; experience of manpower/ personnel are as under(As mention under Table No.1 at MOR , Scope of work at Annexure-B &amp; Special Condition of contract):</u></b>	Job	1																							
	<table border="1"> <thead> <tr> <th>Description</th> <th>Minimum requirement in Nos.</th> <th>Qualification</th> <th>Experience</th> </tr> </thead> <tbody> <tr> <td>Geologist /Engineering Geologist (Team Leader)</td> <td>1</td> <td>M.Sc. in: Geology/Engineering Geology</td> <td>with at least 5 years (cumulative or single stretch) of experience as Geologist or experience in Geology/engineering geological mapping.</td> </tr> <tr> <td>Geologist/ Engineering Geologists</td> <td>5</td> <td>M.Sc. in Geology/Engineering Geology</td> <td>with at least 1 year(cumulative or single stretch) of experience as Geologist or experience in Geology/engineering geological mapping</td> </tr> <tr> <td>Surveyors</td> <td>2</td> <td>Diploma in Civil Engg/Surveying</td> <td>with at least Six(06) months(cumulative or single stretch) experience in Surveying (preferably with total station)</td> </tr> <tr> <td>Helper/ chainmen</td> <td>6</td> <td>-</td> <td>-</td> </tr> </tbody> </table>			Description	Minimum requirement in Nos.	Qualification	Experience	Geologist /Engineering Geologist (Team Leader)	1	M.Sc. in: Geology/Engineering Geology	with at least 5 years (cumulative or single stretch) of experience as Geologist or experience in Geology/engineering geological mapping.	Geologist/ Engineering Geologists	5	M.Sc. in Geology/Engineering Geology	with at least 1 year(cumulative or single stretch) of experience as Geologist or experience in Geology/engineering geological mapping	Surveyors	2	Diploma in Civil Engg/Surveying	with at least Six(06) months(cumulative or single stretch) experience in Surveying (preferably with total station)	Helper/ chainmen	6	-	-			
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**Price Schedule/Bill of Quantities (BOQ)**

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S. No	Description of Item	Unit	Qty	Rate (NPR including VAT and other expenses as per scope of work)		Amount (NPR including VAT and other expenses as per scope of work)
				In figures	In words	In figures
	<b>Total (NPR) (Including VAT and other expenses as per scope of work)</b>					
	<b>Discount if any in percentage (%)</b>					
	<b>Total (NPR) (Including VAT and other expenses as per scope of work)Net amount after Discount</b>					

**Note:** Rates are including VAT and other expenses as per scope of work(i.e wages, machinery/equipment/instrument charges, transport to & fro from site, Boarding, lodging, fooding, allowances & other payment to the experts/workmen and other expenses towards compliance of statutory provisions of GoN) shall be the sole responsibility of the contractor. SAPDC shall not bear anything extra in this account.

**Date: -**

**Place: -**

**For and on behalf of the bidder**

**Signature and stamp of company**





**DATA SHEET FOR ROCK MASS QUALITY PARAMETERS**

**PROJECT: ARUN-4 HEP**

**LOCATION:**

Outcrop No:		(Lat/Long/EI.-		
Foliation/Joint				
Orientation (Dip/Direction)				
Persistence (m)				
Spacing (cm)				
Opening (mm)				
Roughness				
Alteration				
Type of Filling				
Seepage				
Degree of weathering				
Type of termination				
Type of contact				
Strength				
Geological Structure				
SRF				
	Block Dimension			
	No. Of Joints/m <sup>3</sup>			

**Rock Description:**

<b>Q- Value calculation</b>			$Q = RQD / J_n * J_r / J_a * J_w / SRF$  <b>Q- ranges=</b>  <b>Rock Class-</b>
<b>Parameter</b>	<b>Maximum</b>	<b>Minimum</b>	
RQD (%)			
J <sub>n</sub>			
J <sub>r</sub>			
J <sub>a</sub>			
J <sub>w</sub>			
SRF			

**Remarks:**

**Date:**

**Geologist**

## RMR classification of rock masses (Bieniawski, 1989)

### A. CLASSIFICATION PARAMETERS AND THEIR RATINGS

PARAMETER		Range of values // ratings							
1	Strength of intact rock material	Point-load strength index	> 10 MPa	4 - 10 MPa	2 - 4 MPa	1 - 2 MPa	For this low range uniaxial compr. strength is preferred		
		Uniaxial compressive strength	> 250 MPa	100 - 250 MPa	50 - 100 MPa	25 - 50 MPa	5 - 25 MPa	1 - 5 MPa	< 1 MPa
<b>RATING</b>		<b>15</b>	<b>12</b>	<b>7</b>	<b>4</b>	<b>2</b>	<b>1</b>	<b>0</b>	
2	Drill core quality RQD		90 - 100%	75 - 90%	50 - 75%	25 - 50%	< 25%		
	<b>RATING</b>		<b>20</b>	<b>17</b>	<b>13</b>	<b>8</b>	<b>5</b>		
3	Spacing of discontinuities		> 2 m	0.6 - 2 m	200 - 600 mm	60 - 200 mm	< 60 mm		
	<b>RATING</b>		<b>20</b>	<b>15</b>	<b>10</b>	<b>8</b>	<b>5</b>		
4	Condition of discontinuities	Length, persistence	< 1 m	1 - 3 m	3 - 10 m	10 - 20 m	> 20 m		
		<b>Rating</b>	<b>6</b>	<b>4</b>	<b>2</b>	<b>1</b>	<b>0</b>		
		Separation	none	< 0.1 mm	0.1 - 1 mm	1 - 5 mm	> 5 mm		
		<b>Rating</b>	<b>6</b>	<b>5</b>	<b>4</b>	<b>1</b>	<b>0</b>		
		Roughness	very rough	rough	slightly rough	smooth	slickensided		
		<b>Rating</b>	<b>6</b>	<b>5</b>	<b>3</b>	<b>1</b>	<b>0</b>		
		Infilling (gouge)	none	Hard filling		Soft filling			
<b>Rating</b>	<b>6</b>	<b>4</b>	<b>2</b>	<b>2</b>	<b>0</b>				
5	Ground water	Inflow per 10 m tunnel length	none	< 10 litres/min	10 - 25 litres/min	25 - 125 litres/min	> 125 litres /min		
		$p_w / \sigma_1$	0	0 - 0.1	0.1 - 0.2	0.2 - 0.5	> 0.5		
<b>RATING</b>		<b>15</b>	<b>10</b>	<b>7</b>	<b>4</b>	<b>0</b>			

$p_w$  = joint water pressure;  $\sigma_1$  = major principal stress

### B. RATING ADJUSTMENT FOR DISCONTINUITY ORIENTATIONS

		Very favourable	Favourable	Fair	Unfavourable	Very unfavourable
<b>RATINGS</b>	Tunnels	0	-2	-5	-10	-12
	Foundations	0	-2	-7	-15	-25
	Slopes	0	-5	-25	-50	-60

### C. ROCK MASS CLASSES DETERMINED FROM TOTAL RATINGS

Rating	100 - 81	80 - 61	60 - 41	40 - 21	< 20
Class No.	I	II	III	IV	V
Description	VERY GOOD	GOOD	FAIR	POOR	VERY POOR

Result:

Remarks:

Date:

Geologist