

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



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

Ref No.: SAPDC/CE(P&C)/PCD-140/2019-1588

Dated: 09.07.2019

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

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

1.	Name of Work:	Study to assess the changes in the Livelihood of PAFs, post receipt of compensation in respect of Arun-3 Hydro Electric Project.
1.1	Tender No.	PCD-140
1.2	NIT reference	PCD-140
1.3	Time Allowed for Completion of whole of the works	5 months reckoned from the 15 th day of issuance of Letter of Acceptance
1.4	Estimated Cost	NPR 20.9/- lakh Inclusive of VAT
1.5	Cost of Bidding Document (Non-refundable).	NPRs. 1,000/- in the form of bank draft/Manager's cheque payable at Khandbari, Nepal in favour of SJVN Arun-3 Power Development Company Pvt. Ltd.
1.6	<i>Deleted without change in Sr. No.</i>	<i>Deleted without change in Sr. No.</i>
1.7	Earnest Money Deposit	NPRs 42,000/- (to be submitted as per clause no. 14).
1.8	<i>Deleted without change in Sr. No.</i>	<i>Deleted without change in Sr. No.</i>
1.9	Last date & time for submission of Bid(s).	07.08.2019 Time: 1500 Hours.
1.10	Time and Date for opening Technical Bid(s).	08.08.2019 Time: 1600 Hours.
1.11	Time and Date of opening Financial Bid(s).	To be intimated separately on websites only.
1.12	Bid validity period	The bids shall remain valid for acceptance for a period of 180 days from the date of opening of Techno-Commercial Bids.

1.13	Place of submission/opening bid/Bids	Chief Engineer (P&C), Arun-3HPP, SAPDC, Satluj Bhawan, Arun Sadan, Tumlingtar,
1.14	Authority/Officer inviting Tender	Distt. Sankhuwasabha, Nepal. Phone:-+977-29-575154, 9852099787 E-mail Address: pnc.sapdc@gmail.com

2. Eligibility

2.1 Minimum Qualifying Criteria

- a. The Firm/Consultant/team leader of the assignment appointed by the consulting firm should possess a Masters Level or above qualification in Sociology/Social Work and have at least 10 years of post-qualification experience of working successfully in assignments related to social/ livelihood survey or designing and monitoring adherence to Resettlement Action Plan (RAP) and sustainable income restoration/ income enhancement projects, particularly in monitoring livelihoods of Project Affected Families (PAFs)
 - b. The Firm/Consultant/team leader should have experience of carrying out studies related to Environmental or Social aspects in infrastructure/Hydro Power projects following practices/funded by International Finance Corporation (IFC)/World Bank/ADB's etc.
- 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

The time period of work shall be 5 months reckoned from the 15th day of issuance of Letter of Acceptance by the SAPDC.

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

5. Cost of Bidding

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

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

8.0 Clarification of Bidding Documents

A prospective bidder requiring any clarification of the bidding documents may notify to the Chief Engineer (P&C), Arun-3HPP, Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal, +977-29-575154, e-mail pnc.sapdc@gmail.com.

9.0 Amendment of Bidding Documents

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

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

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

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

10.0 Language of bid

The bid prepared by the bidder and all correspondence and documents thereto exchanged by the bidder and the SAPDC be written in English language.

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

11.0 Bid Prices

- 11.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole Works as described in the Bidding Documents based on Priced Schedule/Bill of Quantity submitted by the bidder.
- 11.2 The bidder shall offer rates & prices inclusive of VAT and all other taxes & duties 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 Nepal Rupees (NPR) and the payment shall be made in Nepal Rupees (NPR).

13.0 Bid Validity Period

- 13.1 Bids shall remain valid for acceptance for a period of 180 days (one hundred eighty 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/Manager Cheque/FDR(duly pledged in favour of SAPDC)/ Bank Guarantee in favor of SJVN Arun-3 Power Development Company Pvt. Ltd. payable at Khandbari (Acceptable to SAPDC) for an amount as mentioned at para 1.7 herein-above. Earnest Money Deposit shall remain valid for 180 days after the date of deadline for submission of Bids as stated in the invitation to bid.

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

- (ii) EMD of the bidder shall be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of validity of the bid.
- (iii) The EMD of the successful bidder shall be return within 30 days after submission of performance security and signing of contract agreement.
- (iv) The Earnest Money of unsuccessful bidders will be returned within 15 days of the award of work to the successful bidder.
- (v) No interest shall be payable by SAPDC on EMD/bid 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) comprising of:

- i. 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. Techno-commercial bid (excluding price bid). The following documents duly signed shall be submitted in this part of the bid:
 - a) Duly filled in and signed by authorized signatory Tender Form, Form of Declaration, Undertaking regarding Blacklisting.
 - b) Qualification requirements – As detailed under Clause No. 2 above.
 - c) Photocopy of VAT/PAN Registration.
 - d) Photocopy of Company Registration.
 - e) Power of Attorney in Favour of Authorized Signatory

Part – II (Envelope-II) Comprising of Price Bid, duly filled in & signed Bill of Quantities (BOQ).

- 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.
 - ii. The Part-I of the bid shall be kept in one single cover and sealed duly super scribed “Bid security and cost of Tender Document and Techno Commercial Bid. “Similarly, Part-II of the bid shall be kept in one single cover and sealed duly super scribed “Part-II – Price Bid”.
 - iii. The two separate covers containing Part-I & Part –II of the bid shall then be kept in a cover and sealed. The outer most cover would bear the following identifications:

On upper left hand corner.

- ◆ Bid for (Name of Work)
- ◆ Do not open before (insert last date and time of bid submission).
- ◆ To be opened by tender committee only.

In the center of the cover.

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

On the bottom left hand corner:

- ◆ Name and address of the bidder.

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

Chief Engineer (P&C),
Arun-3HPP, SAPDC,
Satluj Bhawan, Arun Sadan,
Tumlingtar, Distt. Sankhuwasabha, Nepal.
Ph. No.: +977-29-575154

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

18.0 Dead line for Submission of Bids

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

obligations of the SAPDC and the bidders previously subject to the original deadline will then be subject to the new deadline.

19.0 Late/Delayed Bids

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

20.0 Modification and Withdrawal of Bids

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

21.0 Bid Opening

- 21.1 Bids for which an acceptable notice of withdrawal has been submitted pursuant to Para-20.0 hereof shall not be opened.
- 21.2 Then, the Part-I of the bid i.e., the envelope containing bid security & cost of tender document (if downloaded from websites) and the document as per 17.1 of ITB shall be opened. The bids whose bid security/ cost of tender document (if downloaded from websites) is either deficient in value and/ or form, will be rejected outright & will not be evaluated further.
- 21.3 The "Price Bid" (Part-II of the bid) shall be opened at a subsequent date for which a separate intimation will be sent. 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:
- i) meets the eligibility and qualification requirements set out under Para 2.0 hereof;
 - ii) has been properly signed by an authorized Signatory holding notarized Power of Attorney in his favour.
 - iii) is accompanied by the required securities, and
 - iv) 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 provided the evaluated Bid Price is within a reasonable variation of the estimated amount of Work.

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

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

27.0 Notification of Award

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

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

28.0 Signing of Agreement

28.1 Within thirty (30) days of receipt of the Letter of Acceptance, on a date and time mutually agreed upon, the successful bidder or his authorized representative shall attend the Office of Chief Engineer (P&C), Arun-3HPP, Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal for signing of the Agreement. The Performa of Agreement is as at **Annexure-B**.

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

29.0 Performance Security

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

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

b) The guarantee amount shall be equal to 5% of the Contract Price for the faithful performance of the contract in accordance with the terms and conditions specified in the contract. The guarantee shall be valid till 60 days beyond Contract Completion 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 Security amount shall be returned to the Contractor without any interest after one month completion of contract period and on submission of no

claim certificate by the Contractor & “completion Certificate” issued by EIC (Engineer-in- Charge). The performance security deposit shall be liable for forfeiture in case of failure of the bidder to fulfill its contractual obligations under the contract.

- d) Failure of the successful Bidder to comply with the requirements of Clause 29 (a) shall constitute sufficient grounds for cancellation of the award. He will also be debarred from participating in bids invited by the Project for one year.

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

Name	Designation	Contact Nos.	Address
Er. Vivek Sharma	CE(P&C)	+977-29-575154, 9852058517	Arun-3, Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal

FORMS

TENDER FORM

To

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

1. We have read and examined the following Bidding Documents relating to "Study to assess the changes in the Livelihood of PAFs, post receipt of compensation in respect of Arun-3 Hydro Electric Project " complete in all respects:-
 - i) Notice Inviting Tender (NIT) & Information to Bidders (ITB)
 - ii) Forms (Tender form, Form of declaration, Undertaking Regarding Blacklisting, Qualification Information and Integrity pact)
 - iii) General Conditions of Contract (GCC)
 - iv) Detailed Scope of work & Technical specifications
 - v) Special Conditions of Contract (SCC)
 - vi) Bill of Quantities (BOQ)
 - vii) Deleted without change in Sr. No.
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 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 180 days after the date of opening of Techno-Commercial Bids 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)/Bank Guarantee in favor of SJVN Arun-3 Power Development Company Pvt. Ltd. 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 "Study to assess the changes in the Livelihood of PAFs, post receipt of compensation in respect of Arun-3 Hydro Electric Project " 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:

For and on behalf of the bidder

.....
.....

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

DECLARATION REGARDING FRAUD AND CORRUPTION

1. We undertake that, in competing for the above work contract (and if the award of work is made to us for execution), we shall strictly observe the laws against fraud and corruption in force in Nepal.
2. We declare and covenant that neither we nor any member of the JV are under a declaration on ineligibility for poor performance / failure, issued by the Govt. of India/ Govt. of Nepal, State Govt./Govt. Deptt. / PSU.

Yours faithfully,

Signature

[Name and Title of Signatory]

[Name of Bidder/Firm]

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 _____

GENERAL CONDITIONS OF CONTRACT (GCC)

1: DEFINITIONS:

In the contract, the following expression shall, unless the context otherwise requires, have the meanings thereby respectively assigned to them:

- (i) **Bill of Quantities or Schedule of Quantities & Prices:** means the priced and completed bill of quantities forming part of the Contract.
- (ii) **Contract Price:** means the amount arrived at by multiplying the quantities shown in the Bill of Quantities by the respective item rates as allowed and included in the Letter of Acceptance.
- (iii) **Contractor:** means the successful Bidder who is awarded contract to perform the work covered under these Bidding Documents and shall be deemed to include the Contractor's successors, executors, representatives or assigns.
- (iv) **Corporation or Employer:** means the SJVN Arun-3 Power Development Company Private Limited having its office at Tumlingtar, Distt, Sankhuwasabha, Nepal, and includes therein legal representatives, successors and assigns.
- (v) **Deleted without change in sr. no.**
- (vi) **Day:** means a calendar day beginning and ending at midnight.
- (vii) Deleted without change in sr. no.
- (viii) **Engineer-in-Charge/Engineer:** means the Engineering Officer nominated by the Employer or its duly authorized representative to direct, supervise and be in charge of the works for the purpose of this contract.
- (ix) **Letter of Award or Acceptance:** means a letter from the Employer conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- (x) **Specifications:** means the Technical specification of the Works included in the Contract and any modification thereof or addition thereto or submitted by the Contractor and approved by the Engineer.
- (xi) Deleted without change in sr. no.

2: INTERPRETATION

- 2.1 Words importing the singular only shall also include the plural; he includes she and vice versa unless this is repugnant to the context. Unless specifically defined, words shall have normal meaning under the language of Contract.
- 2.2 Heading and marginal notes in these General Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof of the Contract.
- 2.3 Any error in description, quantity or price in Bill of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from execution of the whole or any part of the Works comprised therein according to Specifications or from any of his obligations under the Contract.
- 2.4 In the case of discrepancy between the Letter of acceptance issued by Employer,

Special Conditions of Contract, Technical Specifications, General Conditions of Contract and/or Bill of Quantities and other documents of Contract the following order of precedence shall prevail:

- a) Agreement
- b) Letter of Acceptance;
- c) Special Conditions of Contract;
- d) General Conditions of Contract ;
- e) Detailed Scope of Work and Technical Specifications;
- f) Priced Bill of Quantities;
- g) Contractor's Bid other than BOQ;
- h) Notice Inviting Tender & Instructions to Bidders; and
- i) Any other document forming part of the Contract.

3.0 Contractor's Default

- (a) 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.
- (b) 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.

4.0 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.

5.0 Deployment of labour

- i. The contractor will deploy regular/ skilled workmen with experience of such type of work.

- 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.
- 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.

6.0 Insurance

6.1 From commencement to completion of the Work(s) as a whole, the Contractor shall take full responsibility for the care thereof of work and for taking precautions to prevent any loss or damage. He shall be liable for any damage or loss that may happen to the Works or any part thereof and to the Employer's Plant, Equipment and Material (if any, hired or issued to the Contractor). Any such loss or damage shall be restored in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.

6.2 (i) 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.

(ii) Provided, however, in an eventuality as mentioned in sub-clause 6.2 (i) above, the following provisions shall also have effect:

- (a) The Contractor shall, as may be directed in writing by the Engineer-in-Charge proceed with the erection and completion of the works under and in accordance with the Contract; and
- (b) The Contractor shall, as may be directed in writing by the Engineer-in-Charge, re-execute the works lost or damaged, remove from the site any debris and so much of the works as shall have been damaged and carry the Employer's T&P, Equipment, Material etc. to the Employer's stores.

Provided always that the Contractor shall, at his own cost, repair and make good so much of the loss or damage as has been by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.

6.3 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 construction and maintenance 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.

6.4 The Contractor shall avail 'group personal accident insurance policy' covering all the personnel employed by the Contractor for execution for Works complying requirement of Workmen Compensation Act applicable in Nepal. The minimum cover for personal injury or death insurance shall, however, be not less than as per requirements of the Labour Act of Nepal.

6.5 *Deleted without change in Sr. No.*

6.6 Policies and certificates for insurance (if required by Law of Land) shall be delivered by the Contractor to the Engineer-in-Charge for the Engineer-in-Charge's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

6.7 Alterations to the terms of insurance shall not be made without the approval of the Engineer-in-Charge.

6.8 Both parties shall comply with any conditions of the insurance policies.

6.9 The Employer shall be named as co-insured under all insurance policies (if required by Law of Land) taken out by the Contractor except for the Third Party Liability, Workers' Compensation and Employer's Liability Insurances, and the Contractor's Subcontractors shall be named as co-insured's under all insurance policies taken out by the Contractor. All insurers' rights of subrogation against such co-insured's for losses or claims arising out of the performance of the Contract shall be waived under such policies.

7.0 Payment

- i. *Deleted without change in Sr. No.*
- ii. *Deleted without change in Sr. No.*
- iii. *Deleted without change in Sr. No.*
- iv. Payment of the Contractor's bills shall be made by the Employer within 30 days from the date of submission of the bill subject to the acceptance of the Engineer-in-Charge.

8.0. VAT/Taxes & duties

The quoted rates shall be inclusive of all taxes and duties including VAT and SAPDC shall not bear anything extra on this account.

9.0 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.

10.0 Deviations

- 10.1 Any additional studies to be carried out shall be executed with the prior approval of Employer (if required) for which charges shall be mutually agreed. However, in case of dispute, the Employer's decision in this regard shall be final and binding on the Contractor/Consultant. The reasonable time extension in the event of carrying out additional studies shall be worked out by Employer and shall be binding on the Contractor/Consultant.
- 10.2 Deleted without change in Sr. No.
- 10.3 If requested by the Contractor, the Time for Completion of the Works shall, in the event of any deviation resulting in additional cost over the Contract Price, be extended in the proportion which the altered, additional or substituted work bears to the original Contract Price plus such further additional time as may be considered reasonable by the Engineer-in-Charge.
- 10.4 Under no circumstances, the Contractor shall suspend the work on account of non-settlement of rates of such Deviated items.
- 10.5 Deleted without change in Sr. No.

11 FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

- 11.1** 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 hereunder mentioned which could not be utilized on the Works to the full extent because of the foreclosure:

- (a) Any expenditure incurred on preliminary works, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation workshop, installation and dismantling of Construction Equipment (batching plant, crushing plant) and water storage tanks.
- (b) (i) The Employer shall have the option to take over Contractor's materials or any part thereof, either brought to site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the Work), provided, however, the Employer shall be bound to take over the material or such portions thereof as the Contractor does not desire to retain. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.
- (ii) For Contractor's materials not retained by the Employer, reasonable cost of transporting such materials from Site to Contractor's permanent stores or to his other Works, whichever is less. If materials are not transported to either of the

said places, no cost of transportation shall be payable.

- (c) If any materials issued by the Employer are rendered surplus, the same except normal wastage for the materials used in the works shall be returned by the Contractor to the Employer.
- (d) Reasonable compensation for transfer of T&P from Site to Contractor's permanent stores or to his other works whichever is less. If T&P are not transported to either of the said places, no cost of outward transportation shall be payable.

11.2 The Contractor shall, if required by the Engineer-in-Charge, furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.

11.3 In the event of foreclosure of the Contract, the advances released to the Contractor shall be recovered/adjusted by en-cashing Bank Guarantees (if applicable) submitted by the contractor against the advances, in appropriate proportion as due to the Employer.

12. **COMPENSATION FOR DELAY**

12.1 If the Contractor fails to complete the Work as per the completion period or any extended period as may be allowed, he shall without prejudice to any other right or remedy of the Employer on account of such default, pay as an ascertained/agreed compensation (Liquidated Damages) not by way of penalty an amount as stipulated in the SCC.

12.2 The amount of compensation may be adjusted/withheld/ deducted or set-off against any sum due or payable to the Contractor under this or any other contract with the Employer. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works or from any other obligations and liabilities under the Contract.

13 **DEFECTS LIABILITY PERIOD**

13.1 *Deleted without change in Sr. No.*

13.2 *Deleted without change in Sr. No.*

14.0 **Resolution of dispute**

- i. 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.
- ii. The courts of Chainpur jurisdiction shall be exclusive jurisdiction to entertain any try of matter arising out of this contract.

Special conditions of the contract (SCC)

1. All other expenditures like preparation of questionnaire, boarding & lodging of survey teams, transportation upto and within project area and area covered in scope of survey to be conducted, expenditure during presentation as per GoN norms are to be borne by consultant.
2. The agency shall abide by Rules, Regulations, Guidelines and Norms of Nepal. Arun-3 HEP, SAPDC shall not bear any responsibility for the personnel engaged under this contract.
3. The agency shall not assign/ outsource any component of the work to any other agency.
4. All information and data generated or collected during the execution of the work shall be treated as confidential and shall be the sole property of Arun-3 HEP, SAPDC and the findings of the study shall not be shared or published without prior permission of Arun-3 HEP, SAPDC.
5. 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.
6. VAT shall be paid as per the applicable norms and deduction of TDS as per applicable rules.
7. **Clause 7 of GCC:-** Add following at Sr. No. (v):

Payment schedule will be as follows:-

Sr. No.	Milestone	Percentage of payment on completion of the milestone
1	Submission of First Draft Report	50% of the total contract price
2	Submission of Final Report	50% of the total contract price

8. **Clause 12 of GCC:-** In case of delay in completion of work, LD @ 0.1% of Contract Price per day of delay in completion of work shall be levied subject to maximum of 5% of the Contract Price.
9. No material and T&P will be issued by SAPDC.
10. The work is to be done in smooth manner without hindrances to the works of other agencies, local people, surroundings and environments and as per the instructions of the Engineer-in- Charge.
11. **Clause 6 of GCC:-** In view of remote and difficult Project site, the contractor shall obtain appropriate insurance cover on account of his manpower deployed, machinery/equipment (if any) etc. as required for the work as per the Law of land. In case of any eventuality SAPDC will not entertain any claim what so ever on account of fatal/non-fatal accident, medical emergency or any kind of damage to machinery/equipment (if any) etc.

Scope of Work

1. Objectives of the work to be undertaken by the consultant:-

- a. To conduct a comprehensive study on the changes of the livelihood of the 269 PAFs in the post compensation period on the basis of livelihood monitoring framework and tools developed by IBN for large infrastructure projects;
- b. To conduct an in-depth pre and post land acquisition analysis with focus on the parameters such as land, house, household assets and economic security, access to education, health and drinking water and other basic services, status of food security, and women empowerment; and,
- c. To identify appropriate intervention measures if and when required to ensure compliance with the provisions laid out in the RAP of Arun 3 HEP.

2. Scope of the work:-

The scope of activities on part of the consulting firm shall include but not be limited to:

- a. Preparing a set of questionnaires and frameworks for Key Informants Interviews (KIIs), PRA and Focus Group Discussions (FGDs) on the basis of Livelihood Activity Indicators envisaged in the **Livelihood Monitoring Framework and Tools developed by the IBN** and in close consonance and coordination with the SAPDC and IBN;
- b. Carrying out household survey of 269 PAFs against baseline of the RAP survey conducted in August 2015 by using the methodologies envisaged in the research design along with the agreed questionnaires. The survey is to be conducted of the households residing in Sankhuwasabha District as well as shifted to other locations in Nepal. During the course of the study if any absentee households are found, the same is to be relaxed by OIC.
- c. Conducting KIIs with concerned stakeholders; and,
- d. Conducting PRA and FGDs to understand economic empowerment of women within the context of livelihood restoration.

3. Expected Key Deliverables:-

The following key deliverables shall be expected from the consulting firm as part of this assignment.

- a. The consulting firm will conduct the activities outlined in Scope of Work and prepare first Draft Report on basis of the data and information gathered. Five copies of draft report are to be submitted to OIC.
- b. The first Draft Report will be reviewed by the IBN and SAPDC, the consultant is required to have discussions with the representatives of IBN and SAPDC and prepare a Second Draft by incorporating their suggestions and comments. Five copies of second draft report are to be submitted to OIC.
- c. The consulting firm will make a presentation to representatives of concerned government agencies on the finding of the report in a program facilitated by OIBN ; and,
- d. The consulting firm will incorporate comments received in the program and prepare a final report, which will be submitted to SAPDC. Ten copies of Final Report are to be submitted by the consultant to OIC.

4. Timeline:-

Activities	First Month				Second Month				Third Month				Fourth Month				Fifth Month					
	Week				Week				Week				Week				Week					
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4		
Preparation of study team	■																					
Preparation of questionnaire and pilot survey		■																				
Household survey			■																			
Submission of first draft									■													
Comments from IBN & SAPDC													■									
Incorporation of comments and submission of second draft															■							
Presentation at IBN																			■			
Final report submission																			■			

Price Schedule/Bill of Quantities (BOQ)

Subject:- Study to assess the changes in the Livelihood of PAFs, post receipt of compensation in respect of Arun-3 Hydro Electric Project

S. No.	Description of work	Unit	Qty.	Rate (NPR including VAT)		Amount (NPR including VAT)
				In Figures	In Words	
1.	Study to assess the changes in the Livelihood of PAFs, post receipt of compensation in respect of Arun-3 HPP, Nepal as per detailed terms of reference attached.	Job	1			
Total						
Discount if any in percentage (%)						

Date:-

Place: -

Bidders Name and Signature along with seal

Note: - The rates shall be inclusive of all expenses on account of transportation charges of material and manpower, manpower cost, boarding & lodging, report preparation, etc. required for completion of scope of work.

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

1. Bank Guarantee should be executed on papers of requisite value in accordance with the Stamp Act as applicable in Nepal.
2. The executing officers of the Bank Guarantee shall clearly indicate in (Block Letters), his name, designation, Power of Attorney No:/Signing Power No. etc.
3. Each page of the Bank Guarantee shall be duly signed / initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para2) under the seal of the Bank.
4. The original Bank Guarantee should be sent by the Bank to SJVN Arun-3 Power Development Company Private limited directly under Regd. Post (A.D.). However, in exceptional cases, where the original BG is handed over to the bidder by the issuing bank/branch, the bidder shall ensure that an un-stamped duplicate copy of the BG has been sent immediately by the issuing bank/branch under Regd. Post (A.D.) directly to SJVN Arun-3 Power Development Company Private limited with a covering letter to compare with original BGs and confirm that it is in order.

1. FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

WHEREAS _____ (Name of Bidder) (hereinafter called “the Bidder”) has submitted his bid dated _____ (date) for " Study to assess the changes in the Livelihood of PAFs, post receipt of compensation in respect of Arun-3 Hydro Electric Project "

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 this document.
 - d. adopts corrupt or fraudulent practices

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

This Guarantee will remain in force up to and including the date 180 days after date of opening of Techno-Commercial 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

Date:

To,
Name & Address of the Employer

We have been informed that(the “company”), having its registered office at has entered into a Agreement on20.... with you for the work of " Study to assess the changes in the Livelihood of PAFs, post receipt of compensation in respect of Arun-3 Hydro Electric Project ".

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

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

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

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

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

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

Notwithstanding anything contained hereinabove:

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

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

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

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

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

Signed for and on behalf of:

Name:

Designation:.....

Seal of the Bank:.....

Signed for and on behalf of:

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

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

Name:.....

Designation:.....

Seal of the Bank:.....

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

PROFORMA FOR AGREEMENT

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

Whereas the SJVN Arun-3 Power Development Company is desirous that the Contractor executes
_____ (name and
identification number of Contract) (hereinafter called ‘the Works’) and the SJVN Arun-3 Power
Development Company has accepted the Bid by the Contractor for the execution and completion
of such Works 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. Special Conditions of Contract;
 - d. General Conditions of Contract ;
 - e. Detailed Scope of Work and Technical Specifications;
 - f. Priced Bill of Quantities;
 - g. Contractor’s Bid other than BOQ;
 - h. Deleted without change in sr. no.;
 - i. Notice Inviting Tender &Instructions to Bidders; and
 - j. Any other document forming part of the Contract.

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

Signed and Delivered

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. _____

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.