एसजेवीएन अरूण-3 पॉवर डवलपमेंट कंपनी प्रा. लि.
SJVN Arun-3 Power Development Company Pvt. Ltd.
(एसजेवीएन की पूर्ण स्वामित्व वाली अधीनस्थ कंपनी)
(A wholly owned subsidiary of SJVN)
900 मेगावाट अरूण-3 जलविद्युत परियोजना
900 MW Arun-3 Hydro Power Project
Regd. No.: 111808/69/070

Ref No.: SAPDC/P&C/Arun-3 HEP/PCD-289/2026-756 Date: 27.11.2026

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

[E-TENDER No.: PCD-289/2026]

1.0 SJVN Arun-3 Power Development Company (P) Ltd. (**SAPDC/Employer**), Tumlingtar, Nepal (A Subsidiary of SJVN, a joint venture of GoI & Govt. of H.P.) having its Registered Office at Arun Sadan, SAPDC Complex, Ward No. 9, Tumlingtar, Khandbari Municipality, Sankhuwasabha, Nepal invites online bids (e-tender) under single stage two-part bid system (Part-I: Techno-Commercial Bid and Part-II: Price Bid) from the eligible Firms/Agencies/Restaurants/Hotels of Nepal, through the e-tender portal **https://etender.sjvn.co.in,** for the following work:

1.	**Name of Work:**	Providing canteen services at SAPDC office complex, Tumlingtar for two (02) years.
1.1	**Tender No.**	PCD-289/2026
1.2	**NIT reference**	PCD-289/2026
1.3	**Period of contract**	The Contract shall be valid for a period of 02 years (24 months) from the date of commencement of the work. The Contractor shall take over and commence the work within 15 days from the date of issue of Letter of Award.
1.4	**Estimated Cost**	**Refer: Section-V (Price Schedule/Bill of Quantities (BOQ)**
1.5	**Cost of Bidding Document (Non-refundable)**	**NPR 3,200**/- in the form of Bank Draft (in original)/Manager's Cheque (in original) in the name of **SAPDC-NPR CONSTRUCTION ACCOUNT** payable at Khandbari, Nepal or Alternatively, payment against Cost of Bidding Document may also be made directly in the account of SAPDC as below: NPR Account Details: Name of Bank: Everest Bank Limited, Nepal Name of beneficiary: SAPDC-NPR CONSTRUCTION ACCOUNT Acc. No. 00800105200477 Swift Code: EVBLNPKA Bidders shall be responsible to ensure the receipt of net amount (excluding bank

		transfer charges) in the above account before the last date & time of submission of bids. The scanned copy of the Bank Draft/Manager's Cheque or, where the payment is made directly in the bank account of SAPDC, the documentary evidence/proof of the same (swift statement/transfer statement/account statement) shall be uploaded on the e-tender portal with Part-I (Techno-Commercial Bid). The original Bank Draft/Manager's Cheque shall be submitted in physical form as per clause no. 17.7.
1.6	**Mode of tendering**	Online (e-tender) through the e-tender portal https://etender.sjvn.co.in. Bids in physical form shall not be entertained under any circumstances, except the original documents specified at clause no. 17.7 (Refer clause no. 32 also).
1.7	**Earnest Money Deposit**	**NPR 68,000/-** (**to be submitted as per clause no. 14**).
1.8	**Last date & time for availability/downloading of Bid Document on the e-tender portal**	**18.12.2026** up to 1530 Hours.
1.9	**Last date & time for online submission of Bid(s)**	**18.12.2026** Time: 1530 Hours.
1.10	**Last date & time for submission of original documents in physical form (offline) as per clause no. 17.7**	**25.12.2026** Time: 1730 Hours.
1.11	**Time and Date for online opening of Part-I (Techno-Commercial Bid(s))**	**18.12.2026** Time: 1600 Hours.
1.12	**Time and Date of online opening of Part-II (Price Bid(s))**	Shall be intimated later on websites only (only in respect of the bidders meeting the Minimum Qualifying Requirements and whose Techno-Commercial Bids are found responsive).
1.13	**Bid validity period**	The bids shall remain valid for acceptance for a period of 180 days from the last date of submission of bids.
1.14	**Place of submission of original documents (offline)/opening of Bids**	**Chief Engineer (P&C),** **Satluj Bhawan, Arun Sadan,** **SAPDC, Arun-3 HEP, Tumlingtar,** **Distt. Sankhuwasabha, Nepal.** **Phone: +977-29-575154,** **E-mail Address: pnc.sapdc@sjvn.nic.in**

1.15	**Authority/Officer inviting Tender**	Chief Engineer (P&C), SAPDC, Arun-3 HEP, Tumlingtar, Distt. Sankhuwasabha, Nepal.

2.0 Minimum Qualifying Requirements:

2.1 To qualify for award of the Contract each bidder:

a. Should be registered in PAN/Govt. Department for relevant category business i.e. Hotel/Restaurant/Khana-Nasta/Bhojnalaya/Khaja etc.; and

b. Should have Average Annual Turnover during the last three Financial Years, ending 15th July, 2025 of at least **NPR 5,08,614 /-.**

In support of above, copy of the PAN/VAT and Registration certificate for relevant category business, and Audit Reports and/or tax clearance certificate obtained from the Inland Revenue Department or documents showing submission of tax returns for the past three financial years shall be furnished by the Bidder. The bid shall be treated as non-responsive in case the bidder fails to provide the supporting documents as detailed above.

2.2 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements, declarations and attachments submitted in proof of the qualification requirements.

2.3 The bidder should not have been banned/de-listed/black-listed/debarred from business by any PSU/Govt. Deptt./SAPDC/SLPDC/PPMO in Nepal and India during the last 03 (three) years on grounds of corrupt/fraudulent practices and/or on any other ground. An undertaking to this effect shall be furnished by the bidder as per Form-4 (Section-VI).

3.0 Period of contract: - Two (02) years to be reckoned from 15th day from the date of issue of the Letter of Acceptance (LOA) by SAPDC. The Contract period may be extended on the same terms and conditions for a maximum period of another 12 months, as provided in Clause 6 of Section-II (GCC).

4.0 Interested Bidders may download the Tender documents from https://etender.sjvn.co.in, www.sjvn.nic.in and www.sapdc.com.np and submit their bids online on the e-tender portal https://etender.sjvn.co.in on or before the date & time mentioned at Sr. No. 1.9 herein-above, along with the cost of Tender Document and EMD as mentioned under para 1.5 & 1.7 herein-above respectively. Bids of only those bidders who have submitted the requisite cost of Tender Document and EMD acceptable to the Employer shall be considered for evaluation.

5.0 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.

6.0 Office Visit: -

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

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

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

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

7.0 Bidding Documents

7.1 The set of Bidding Documents comprises the documents listed below and any addendum/corrigendum issued in accordance with Para-9.0 hereof:

Section-I	Notice Inviting Tender (NIT) & Information to Bidder (ITB)
Section-I-A	Detailed Scope of Work (including Annexure-I)
Section-II	General Conditions of Contract (GCC)
Section-III	Special Conditions of the Contract (SCC)
Section-IV	Contract Forms (Annexure-A and Annexure-B)
Section-V	Price Schedule/Bill of Quantities (BOQ)
Section-VI	Bidding Forms (Form-1 to Form-8)

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

8.0 Clarification of Bidding Documents

8.1 A prospective bidder requiring any clarification of the bidding documents may notify the Chief Engineer (P&C), Arun-3 HEP, Satluj Bhawan, Arun Sadan, Tumlingtar, Distt. Sankhuwasabha, Nepal, Ph: +977-29-575154, through E-mail: **pnc.sapdc@sjvn.nic.in** , so as to reach at least 7 days prior to the deadline for submission of bids.

8.2 Any clarification requiring an amendment to the Bidding Documents shall be issued as Corrigendum/Addendum in accordance with Para-9.0 hereof, which shall be uploaded on the websites https://etender.sjvn.co.in , www.sjvn.nic.in and www.sapdc.com.np only. SAPDC shall not be obliged to respond to any request for clarification received later than the above period. Further, mere request for clarification from the bidders shall not be a ground for seeking extension in the deadline for submission of bids.

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 and amendments, if any, shall be uploaded only on https://etender.sjvn.co.in, www.sjvn.nic.in and www.sapdc.com.np. All the bidders are requested to frequently visit the websites till the scheduled date of submission of bid.

9.3 The addendum/corrigendum thus issued shall be part of the Bidding Documents and shall be binding on all the bidders. No separate intimation shall be sent to individual bidders.

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-18.0 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 shall 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 the Price Schedule/Bill of Quantities provided under Section-V of the Bidding Documents and the amount quoted by the bidder thereunder.

11.2 The rates/amounts for Basic Pay, Dearness Allowance (DA), Festival Allowance, Social Security Fund (SSF) Contribution, Project Allowance and Uniform Allowance for the notional manpower have been fixed by the Employer and are mentioned in the Bill of Quantities (Sr. No. 1 to 12 of Section-V). **The bidder shall quote only the 'Contractor Profit/Overhead Charges' as an amount in Nepalese Rupees (in figures) on the Total Amount at Sr. No. 12 of the Bill of Quantities, i.e. for the entire Contract period of two (02) years, against Sr. No. 13 of the Bill of Quantities. The same shall be quoted in the online dynamic form on the e-tender portal only.**

The Agency/bidders/Contractor shall adhere and be responsible for payment of wages, salaries, bonus (if payable), food, accommodation, transport, canteen facilities, other statutory privileges and facilities as per GoN, Nepal, ensuring compliances to various labour and all industrial laws/acts for respective manpower (if any), contingency, service charge, all statutory taxes etc., which shall be considered inclusive in the 'Contractor Profit/Overhead Charges' quoted by the bidder.

VAT on above shall be paid extra by SAPDC as per actual on production of documentary evidence.

11.3 The amount of **'Contractor Profit/Overhead Charges'** shall be quoted in such a manner that no interpolation is possible. Only the amount quoted by the bidder in the online dynamic form on the e-tender portal shall be considered for evaluation; price quoted in any other form or manner shall not be considered. The SAPDC reserves the right to adjust arithmetical or other errors in any tender in the way which it considers suitable, in accordance with Para-24.0 hereof.

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

11.5 The rate/amount of 'Contractor Profit/Overhead Charges' quoted by the bidder **shall remain firm during the entire period of the Contract and shall not be revised on revision of minimum wages** (Refer Clause 5 and Clause 14.20 of Section-II, GCC).

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

12.0 Currencies of Bid and Payment

The prices shall be quoted by the bidder entirely in Nepalese Rupees (NPR) and the payment shall also be made in Nepalese 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 Clause 21 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 for the amount **NPR 68,000/-** shall be submitted in any one of the following forms:

Bank Draft (in original)/Manager's Cheque (in original) in the name of **SAPDC-NPR CONSTRUCTION ACCOUNT** payable at Khandbari, Nepal.

Or

FDR (in original) duly pledged in favour of SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC).

Or

Bank Guarantee (in original) in favour of SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC) acceptable to SAPDC, in the format provided at Annexure-A (Sl. No. 1) of Section-IV.

The Earnest Money Deposit shall remain **valid for 225 days** from the last date of submission of bids as stated in the invitation to bid as stated in the invitation to bid.

Or

Alternatively, payment against EMD may also be made directly in the account of SAPDC as below:

NPR Account Details:
Name of Bank: Everest Bank Limited, Nepal
Name of beneficiary: SAPDC-NPR CONSTRUCTION ACCOUNT
Acc. No. 00800105200477
Swift Code: EVBLNPKA

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

The scanned copy of the Bank Draft/Manager's Cheque/FDR/Bank Guarantee or, if the Bidder/Firm opts for submission of Earnest Money Deposit (EMD)/Bid Security directly in the bank account of SAPDC, the documentary evidence/proof of the same (swift statement/transfer statement/account statement) shall be uploaded on the e-tender portal along with Part-I (Techno-Commercial Bid).

The original Bank Draft/Manager's Cheque/FDR/Bank Guarantee shall be submitted in physical form in accordance with Para-17.7 hereof on or before the date & time mentioned at Sr. No. 1.10 herein-above.

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

(ii) The Earnest Money may be forfeited:

a) if the Bidder withdraws the Bid after bid opening (technical bid) during the period of Bid validity;

Or

b) if the bidder does not accept the correction of bid price pursuant to clause 24 of NIT & ITB;

Or

c) if the Bidder adopts corrupt or fraudulent practices;

Or

d) in the case of a successful Bidder, if the Bidder fails within the specified time limit to

i. sign the Agreement; or

ii. furnish the required Performance Security Deposit.

(iii) The EMD of the successful bidder shall be returned within 28 days after submission of performance security and signing of contract agreement.

(iv) The EMD 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/performance 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 bid shall be submitted/uploaded on the e-tender portal only by the person or persons duly authorized to sign on behalf of the bidder. (Refer Para-32.0 hereof). Where the bid is signed by a person other than the proprietor of the bidder, such person shall be authorized under a legally enforceable Power of Attorney (if applicable), the scanned copy of which shall be uploaded with Part-I of the bid and the original submitted in accordance with Para-17.7 hereof.

16.2 All the pages of the documents forming part of the bid shall be signed and stamped by the person or persons signing the bid before the same are scanned and uploaded.

16.3 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, both of which shall be submitted online on the e-tender portal as under, together with the original documents in physical form specified at Para-17.7 hereof:

Part–I (Techno-Commercial Bid)

Scanned copies of the following documents, duly signed and stamped, shall be uploaded in this part of the bid:

i. Cost of Tender Document (as per Sr. No. 1.5).
ii. Bid Security/EMD in the form and amount as per bid conditions (as per Sr. No. 14.0).
iii. Photocopy of VAT/PAN & Registration certificate in relevant category business i.e. Hotels/Restaurant/Khana-Nasta/Bhojnalaya/Khaja etc.
iv. Supportive documents in respect of Minimum Qualifying Requirements (as per Sr. No. 2.0)
v. Tender Form (Form-1).
vi. Form of Declaration (Form-2), Declaration regarding Fraud and Corruption (Form-3) and Undertaking regarding Blacklisting (Form-4).
vii. Bank Account Details (Form-5).
viii. Power of Attorney in favour of authorized signatory (if required).
ix. Qualification Information – Average Annual Turnover (Form-6).
x. Related Party Declaration – Third Party/Counterparty (Form-7) and Related Party Declaration – Employee (Form-8).

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

Part–II (Price Bid)

Comprising of Price Bid i.e. the amount of **'Contractor Profit/Overhead Charges'** quoted by the bidder against Sr. No. 13 of the Price Schedule/Bill of Quantities (BOQ) at Section-V, to be filled in the online dynamic form on the e-tender portal only.

17.2 The documents of Part-I (maximum size of each attachment is 5 MB) shall be scanned and uploaded on the e-tender portal as per the table given below:

S. No.	Description of Documents	Name of file to be uploaded on the portal
1.	Cost of Tender Document	TDC.pdf
2.	Bid Security/EMD document	EMD.pdf
3.	Copy of VAT/PAN & Registration certificate in relevant category business	Company Profile.pdf

S. No.	Description of Documents	Name of file to be uploaded on the portal
4.	Documentary proof for meeting the Minimum Qualifying Requirements laid down at Sr. No. 2.0 above, along with Form-6	MQR Proof.pdf
5.	Power of Attorney in favour of authorized person signing the bid (if required)	POA.pdf
6.	Tender Form (Form-1)	T. Form.pdf
7.	Form of Declaration (Form-2)	FOD.pdf
8.	Declaration regarding Fraud and Corruption (Form-3)	DRFC.pdf
9.	Undertaking regarding Blacklisting (Form-4)	URB.pdf
10.	Bank Account Details (Form-5)	B.A.pdf
11.	Qualification Information – Average Annual Turnover (Form-6).	AT.pdf
12.	Related Party Declaration – Third Party/Counterparty (Form-7)	RPDT.pdf
13.	Related Party Declaration – Employee (Form-8)	RPDE.pdf

a. The various documents are to be uploaded with the help of 'MAP' link provided at the relevant section of the portal.

b. Bidder may put three (03) characters suffix for each file preceded by an 'underscore' for their identification (Example - poa_xyz.pdf).

c. In case more than one file is to be uploaded under the same head, numeric suffix may be put by the bidder (Example - poa1_xyz.pdf, poa2_xyz.pdf, poa3_xyz.pdf).

d. For uploading any additional documents bidder may decide the name of file with prefix as 'other' succeeded by 'underscore' and suffix as name of document in short (Example - other_certificate1_xyz.pdf).

e. For other types of files supported on the portal, please refer the related provisions on the portal.

17.3 The bidder shall not give any indication about the bid price in any manner whatsoever in the "Techno-Commercial" part (Part-I) of the bid or in the documents submitted in physical form. Non-compliance of this provision shall 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 online dynamic form provided on the e-tender portal corresponding to the Price Schedule/Bill of Quantities at Section-V. No material/information relating to any technical matter shall be included in the Price Bid.

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 before uploading the same on the e-tender portal.

17.7 **Submission of original documents in physical form (offline):** The originals of the following documents, the scanned copies of which have been uploaded

with Part-I of the bid, shall be submitted in a sealed cover on or before the date & time mentioned at Sr. No. 1.10 herein-above, failing which the Part-II (Price Bid) will not be opened:

i. Original Bank Draft/Manager's Cheque towards Cost of Tender Document, in case the same has not been deposited directly in the bank account of SAPDC;

ii. Original Bank Draft/Manager's Cheque/FDR/Bank Guarantee towards Bid Security/EMD, in case the same has not been deposited directly in the bank account of SAPDC; and

iii. Power of Attorney, in original, in favour of the authorized signatory of the bid (if required).

Where the Cost of Tender Document and the EMD have both been deposited directly in the bank account of SAPDC, then the documentary evidence/proof of the same (swift statement/transfer statement/account statement) shall be uploaded on the e-tender portal along with Part-I (Techno-Commercial Bid) only.

The cover containing the original documents shall be sealed and super scribed as under:

On upper left hand corner.

i. Original documents for (Name of Work) – Tender No. PCD-289/2026

ii. Do not open before {insert last date & time of online submission of bid}

iii. To be opened by tender committee only.

In the center of the cover.

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

On the bottom left hand corner:

Name and address of the bidder.

Note: The original documents in physical form received after the date & time specified at Sr. No. 1.10 shall not be entertained and such bids shall be treated as late bids. If the original documents in physical form are found to be at variance with the scanned copies uploaded with the online bid, the bid will be treated as non-responsive.

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

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

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

18.0 Dead line for Submission of Bids

18.1 The bids shall be uploaded/submitted online on the e-tender portal not later than the date & time specified at Para 1.9 herein-above, and the original documents in physical form under Para-17.7 shall be received by the SAPDC

not later than the date & time specified at Para 1.10 at the address specified at Para 1.14 herein-above.

18.2 The SAPDC may extend the deadline for submission of bids by issuing an amendment in accordance with Para-9.0 hereof, which shall be notified on https://etender.sjvn.co.in, www.sjvn.nic.in and www.sapdc.com.np, 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

Online submission of the bid will not be permitted on the e-tender portal after expiry of the deadline prescribed by the SAPDC in accordance with Para-18.0 hereof and the bidder shall not be permitted to submit the same by any other mode. Similarly, if the original documents in physical form under Para-17.7 are received by the SAPDC after the deadline prescribed therefor, the bid will be considered as *'Late Bid'* notwithstanding the fact that the bidder has uploaded the bid online within the stipulated deadline. In such a case, the bid uploaded online shall be considered as non-responsive and shall not be processed further.

20.0 Modification and Withdrawal of Bids

20.1 The bidder may modify, substitute or withdraw his bid after bid submission, provided that the modification, substitution or withdrawal is carried out online on the e-tender portal, prior to the prescribed deadline for submission of bids.

20.2 The original documents in physical form, if any, relating to a modified or substituted bid shall be prepared, sealed, marked and delivered in accordance with the Para-17.7 & 17.8 hereof, with the cover additionally marked "Modification" or "Substitution" as appropriate.

20.3 No bid may be modified subsequent to the deadline for submission of bids. Any alteration/modification in the bid or additional information supplied subsequent to the deadline shall be disregarded.

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 The Employer will open the bids in the presence of the bidder's designated representatives who choose to attend at the time, date and place specified in the NIT. The Bidder representatives who are present shall sign a register evidencing their attendance.

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

21.3 At the time of opening, all important information and any such other details as the Employer may consider appropriate, will be announced by the Employer. This shall include but may not be limited to the Bidders' names and the presence (or absence) of bid security. The bids whose bid security/ cost of tender document is either deficient in value and/ or form, will be rejected out rightly & will not be evaluated further.

21.4 After the process of technical evaluation is over, the employer shall notify the technically responsive bidders regarding date & time of opening of financial bid on websites.

21.5 At the time of the opening of the 'Financial Bid', the names of the bidders whose bids were found responsive in accordance with **clause 21.4 of ITB** will be announced. The financial bids of only those bidders will be opened on E-mode. The responsive bidders' names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time 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 requirements set out under Para 2.0 hereof; and
ii. has been properly signed.
iii. is accompanied by the required securities, and
iv. is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the "Financial Bids", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities,

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 During the evaluation of bids, the following definitions apply:

a. "Deviation" is a departure from the requirements specified in the Bidding Document;

b. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and

c. "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

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.

24.0 Commercial evaluation

24.1 Price Bids of the bidders 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) the quantities, rates and amounts at Sr. No. 1 to 12 of the Bill of Quantities are fixed by the Employer; in case of any discrepancy, the quantities, rates and amounts as specified in the Bidding Documents will be considered; and

ii) the amount of 'Contractor Profit/Overhead Charges' quoted by the bidder against Sr. No. 13 of the Bill of Quantities in the online dynamic form will govern, and the total bid price shall be obtained by adding the same to the Total Amount at Sr. No. 12 of the Bill of Quantities.

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 as the sum of (a) the Total Amount at Sr. No. 12 of the Bill of Quantities and (b) the amount of 'Contractor Profit/Overhead Charges' quoted by the bidder against Sr. No. 13 of the Bill of Quantities, after making any correction for errors pursuant to sub-Para-24.1 hereof. VAT shall not be considered for evaluation.

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.

Further, in case of tie i.e. the lowest evaluated bid price pursuant to Para-24.0 of more than one bidder is found same (i.e. the amount quoted by more than one L-1 bidder is same), in that case award will be made in favour of the L-1 bidder who has the highest Average Annual Turnover during the last three Financial Years, ending 15th July, 2025.

Further, in case bidder quotes negative or zero rate/amount, the bid will be treated as Non- responsive and such bid will not be evaluated.

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 until formal Agreement is signed pursuant to clause 29 of ITB and further subject only to the furnishing of a performance security deposit in accordance with the provisions of clause 29 of ITB.

28.0 Signing of Agreement

28.1 The Agreement will incorporate all agreements between the Employer and the successful bidder. It will be signed by the SAPDC and the successful bidder after the performance security deposit is furnished. After receipt of Performance security deposit, the SAPDC shall notify the contractor about the readiness of the Agreement. The Agreement shall be signed within 14 days from the date of issue of such notice to the Contractor.

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 "Performance Security" towards contract performance security within 28 days from the issue of Letter of Acceptance in one of the forms as detailed below: -

(i) Bank Draft (in original)/Manager's Cheque (in original) in the name of SAPDC-NPR CONSTRUCTION ACCOUNT payable at Khandbari, Nepal.

Or

(ii) FDR (in original) (duly pledged in favour of **SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC)**).

Or

(iii) An irrevocable valid and fully enforceable Bank Guarantee (in original) from a Commercial (Class A) bank of Nepal in favour of **SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC)** acceptable to SAPDC, in the format provided at Annexure-A (Sl. No. 2) of Section-IV.

b) The Performance Security 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 Performance Security shall be **valid till 60 days** beyond the completion of all contractual obligations under the contract (including extension, if any). The above contract performance security shall be liable for forfeiture in case of failure of the Contractor to fulfill its contractual obligations under the contract.

c) The Performance Security will be released to the Contractor, without any interest, in accordance with Clause 4 of Section-II (GCC) on issue of "Satisfactory Performance Certificate" by the OIC (Officer-in-Charge).

d) In case of delay in submission of performance security beyond 28 days as provided in clause 29.0 (a) above, interest @ SBI, India one-year MCLR + 200 Basis points applicable on the date of bid submission shall be charged on per day basis up to the date of delay in submission. However, delayed acceptance beyond 56 days shall be at the sole discretion of SAPDC and Letter of Acceptance/award (LOA) shall be subject to cancellation and forfeiture of EMD along with other suitable action as per bid document.

e) The Notification of Award (NOA)/Letter of Acceptance (LOA) will constitute the formation of the Contract until formal agreement is signed and further subject only to the furnishing of a performance security deposit in accordance with the relevant provisions of Tender/Bid Document.

30.0 *Deleted without change in sr. no.*

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

Name	Designation	Contact Nos.	Address
Sudeep Kumar Bhargava	Chief Engineer (P&C)	+977-29-575154 E-mail: pnc.sapdc@sjvn.nic.in	P&C Department, Satluj Bhawan, Arun Sadan, SAPDC, Arun-3 HEP, Tumlingtar, Distt. Sankhuwasabha, Nepal
Ankush Sharma	Sr. Manager (P&C)		

32.0 E-Tendering: Digital Signature, Registration and Submission of Bids on the Portal

32.1 **Submission and filling of bids:** Please note that bids in physical form shall not be entertained under any circumstances and are only to be submitted through e-tendering at https://etender.sjvn.co.in , unless otherwise specified in the tender document.

32.2 **Digital Signatures:** To participate in the e-tender, the bidder needs to have Digital Signatures (Class III with signing & encryption both), which are mandatory for security purpose. The digital signatures can be obtained from any of the authorized agencies in Nepal. Valid Digital Certificate must be installed in the computer system from where the bidder wants to login on the website. Bidders shall be required to arrange all resources, including Digital Signature and Internet Connection at their own cost, for participating in online tenders/bids at SJVN's e-tender portal.

Note: ***All bidders participating in SAPDC tenders in future shall ensure that cryptographic tokens/HSMs offered are compliant with SHA-2 and FIPS 140-3 requirements and conform to the applicable Guidelines of Govt. of India, as the portal server is based in India.***

Hence, all prospective bidders are requested to ensure compliance with the above requirement while submitting their bids.

Steps:

• Open Internet Explorer.
• Select Tools menu from menu bar. OR (Press Alt + T on your keyboard).
• Click on Internet Options >>Content >>Certificate button.

The bidder should view your digital certificate under "Personal" heading Requirement of

Digital Signature Certificate

• Please enable ActiveX Controls & Plug-ins. (Tools->Internet Options-> Security- >Custom
a. Level)
Active-X controls need to be enabled in your Internet browser. In order to ensure this, please do
the following:
In Menu Bar ---Click on Tools - Internet Options – Security – Click on Trusted Sites Icon –

Click on Sites button. Add 2 Website in Trusted Sites
https://etender.sjvn.co.in &
https://sjvn.nic.in
After that, click on
Tools menu of Internet explorer - Internet Options – Security – Click on Internet Icon.
After Click on Custom Level button –
From below ActiveX controls and plug-ins ---- Select below 5 Items to be enabled.
1) Download signed ActiveX controls –select Prompt or Enable.
2) Download unsigned ActiveX controls – select Prompt or Enable.
3) Initialize and script ActiveX controls not marked as safe for scripting – select Prompt or
Enable.
4) Run ActiveX controls and plug-ins-select Enable.
5) Script ActiveX controls marked safe for scripting – select Enable.
After completed this above selection----Below option has available---**Reset custom settings---**
Reset To: Select low or medium ---Click on OK.
Also, please check your system Date & Time it should be set as current date & time.
• Please disable or uninstall Third Party Toolbar / Add-ons from Browser.

32.3 VENDOR REGISTRATION PROCESS:

After obtaining digital signature as indicated above, is to register with SJVN e- tendering portal https://etender.sjvn.co.in to participate in the tendering process. Perform below mentioned steps to register yourself:
• Click on a "New Bidder Registration" link available on home page.
• You need to furnish individual details as well as of company details in registration form.
• After filling all mandatory fields, you need to click on "submit" button to complete registration
process.
• On successful completion of registration, you will be prompted a message saying that "You
have successfully registered on SJVN Limited's e-tender Portal"
Already valid registered vendors in SJVN systems with Vendor Id need not follow registration process and may contact support email.

32.4 Downloading Bid Documents:
Bidder to access https://etender.sjvn.co.in to download NIT document, after completing registration formality (if required) and successful login vendor need to process for Tender document Cost (TDC) / Document Fee as per the provisions of bid documents and thereafter bidder can download detailed tender document.

32.5 Bid Submission:

i. Bidder needs to login on SJVN tendering portal i.e. https://etender.sjvn.co.in .
ii. Search tender by filling necessary searching criteria after Login.
iii. Please refer to attached document of "Bidder User manual".
All the bidders are requested to get themselves registered well in advance and no extra time will be considered for submission of bids for the delay in on-line Vendor Registration, if any.

Bidder(s) are also advised to keep on visiting the websites as mentioned below for any Notification/ Amendment / Addendum/ Corrigendum from SJVN's side in respect of this tender:

i. https://etender.sjvn.co.in.
ii. www.sjvn.nic.in.
iii. www.sapdc.com.np.

32.6 For any enquiry/clarification for registration and e-tendering system linked with technical issue/support, the bidder may contact the following:

Name	**Phone No.**
Mainak Ghosh	9702508617 / +918240078280 (WhatsApp only)

33.0 Corrupt or Fraudulent Practices

It is expected from the bidders/Contractor and/or any of its personnel, or its agents, or its Sub-contractors, service providers, suppliers and/or their employees that they will observe the highest standard of ethics during the bidding process and execution of the Contract. In pursuance of this policy:

a) For the purpose of this provision, the terms set-forth below shall mean as under:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.

(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence the procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

b) A Bid shall be rejected by the Employer if it is determined at any stage that the respective bidder/Contractor and/or any of its personnel, or its agents, or its Sub-contractors, service providers, suppliers and/or their employees has engaged in corrupt or fraudulent or collusive practices in competing for the Contract in question.

c) The Employer will declare a bidder/Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, or may terminate the Contract, if it at any time determines that the bidder/Contractor and/or any of its personnel, or its agents, or its Sub-contractors, service providers, suppliers and/or their employees has engaged in corrupt or fraudulent or collusive practices in competing for or in executing the Contract in question.

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SECTION-I-A

DETAILED SCOPE OF WORK

Scope/Schedule of work for services

1. Scope/Schedule of work for services:-

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

Annexure-I

Menu for Canteen at SAPDC, Tumlingtar with rates

Sr. No	Description (Lunch/Dinner) Veg (Thali)
1	Rice (100 gm.)
2	Dal (1 katora -120 gm.)
3	Seasonal Vegetable (1 katora -120 gm.)
4	Chapati (4 Nos)
5	Bottled Pickle / Tomato Achar/Kachumbar Salad (Basic)/Papad
Rate (In NPR) (Including VAT)	**100/-**

Sr. No	Description (Lunch/Dinner) Non-Veg (Thali)
1	Rice (100 gm.)
2	Chicken/Mutton (08 piece) (1 katora -150 gm.)
3	Dal (1 katora -120 gm.)
4	Seasonal Vegetable (1 katora-120gm)
5	Chapati (4 Nos)
6	Bottled Pickle / Tomato Achar/Kachumbar Salad (Basic)/Papad
Rate (In NPR) (Including VAT)	**180/- (Mutton-250/-)**

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

Sr. No.	Items	Rate (NPR excluding VAT)
1	Four Pcs. Bread toast with butter or Jam (100 Gms)	40
2	Two Pcs. Bread toast with Egg/Omelette	50
3	Veg Sandwich (04 Breads)	40
4	One Egg Omelette	25
5	One Pc. boiled egg	20
6	One glass milk (200 ml)	30
7	Milk tea	15
8	Lassi	40
9	Plain curd (150 gm)	30
10	Black tea	10
11	Milk Coffee	30
12	Black Coffee	25

Sr. No.	Items	Rate (NPR excluding VAT)
13	Lemon Water/ Neemboo Pani with salt & sugar	10
14	Veg Pakoda (08 Pcs)	40 per plate
15	Paneer Pakoda (08 Pcs)	80 per plate
16	Veg Momo (10 Pcs)	50 per plate
17	Chicken Momo (10 Pcs)	100 per plate
18	Thukpa (300 gm)	30
19	Namkin (Maththi)	30 per plate
20	Finger Chips (Dhungri)	25 per plate
21	Samosa with chola (02 Pcs)	40
22	Samosa with Chatni/Sauce (02 Pcs)	30
23	Samosa Chat	40 per plate
24	Veg Chowmein (300 gm)	50 per plate
25	Chicken Chowmein (300 gm)	80 per plate
26	Veg Khaja Set (Chana/Chiura/Aloo/Nepali Chatni/Bhujiya/Salad)	40 per plate
27	Non veg Khaja Set (08 pcs Chicken/Chiura/Bhujiya/Chatni/Salad)	100 per plate
28	Stuffed Paratha 02 pcs with Chatni (Aloo/Gobhi/Muli etc.)	40
29	Tawa Roti (04 Pcs with seasonal vegetable)	50
30	Sel Roti 02 pcs with Achaar (Nepali)	50
31	Chatpate	35
32	Fried Papad	15
33	Veg Biryani with curd/Raita	80
34	Chicken Biryani with curd/Raita	150
35	Veg Fried Rice with chatni	60
36	Chicken Fried Rice with chatni	100
37	Egg Fried Rice with chatni	80
38	Aloo Chop (10 Pcs) with Chatni	60
39	Puri (04 pcs) with seasonal sabji	60
40	Veg Roll	40
41	Egg Roll (Double egg)	80
42	Chicken Roll	120
43	Chhole Bhature (02 Bhature)	120
44	Noodles (Wai-Wai/Chau-Chau) Dry/fried/soup	30

Sr. No.	Items	Rate (NPR excluding VAT)
45	Noodles (Current/2PM etc.)	55
46	Noodles (Wai-Wai/Chau-Chau) Dry/fried/soup with single egg	50

SECTION –II

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS:

(i) **Bill of Quantities or Schedule of Quantities & Prices:** means the priced and completed bill of quantities forming part of the Contract.

(ii) **Contract:** means the document forming the tender, acceptance thereof and the formal agreement executed between the SAPDC and the Contractor, together with documents referred to therein.

(iii) **Contract Price:** means the amount arrived at by multiplying the quantities shown in the Bill of Quantities by the respective item rates as allowed and included in the Letter of Acceptance.

(iv) **Contractor/Agency:** means the successful Bidder who is awarded contract to perform the work covered under these tender documents and shall be deemed to include the Contractor's successors, executors, representatives or assigns.

(v) **Corporation or Employer:** means the SJVN Arun-3 Power Development Company (P) Ltd. (**SAPDC**), Tumlingtar, Nepal (A Subsidiary of SJVN, a joint venture of GoI & Govt. of H.P.) having its Registered Office as stated in the Notice Inviting Tender, and includes therein legal representatives, successors and assigns.

(vi) **Day:** means a calendar day beginning and ending at midnight.

(vii) **Officer-in-Charge/Engineer-in-Charge (OIC/EIC):** The Officer-in-Charge of this work nominated by the Employer or its duly authorized representative to direct, supervise and be in charge of the works for the purpose of this contract.

(viii) **Letter of Award or Acceptance:** means a letter from the Employer/OIC conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.

(ix) **Sub-Contractor:** means any person named in the Contract as a Sub-Contractor for a part of the Works or any person to whom a part of the Works has been subcontracted with the consent of the Employer and the legal successors in title to such person, but not any assignee of any such person.

(x) **Urgent Works:** means any urgent measures, which in the opinion of the OIC, become necessary at the time of execution and/or during the progress of work to obviate any risk of accident or failure or to obviate any risk of damage to the structure, or for any other reason the OIC may deem expedient.

2. INTERPRETATIONS

(i) Any error in description, quantity or price in Bill of Quantities/scope of work or any omission there from shall not vitiate the Contract or release the Contractor from execution of the whole or any part of the Works comprised therein according to Specifications or from any of his obligations under the Contract.

(ii) In case of discrepancy between the Letter of acceptance issued by Employer, Special Conditions of Contract, General Conditions of Contract, and/or Bill of Quantities and other documents of Contract the following order of precedence shall prevail:

a) Agreement;

b) Letter of acceptance issued by Employer;
c) Corrigendum/Addendum if any;
d) Special Conditions of Contract;
e) General Conditions of Contract;
f) Detailed Scope of Work;
g) Priced Bill of Quantities;
h) Contractor's Bid other than BOQ;
i) Instructions to Bidders; and
j) Any other document forming part of the Contract

3. SUFFICIENCY OF TENDER

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

4. SECURITY DEPOSIT

The Security Deposit shall comprise the following:

(i) Performance Security Deposit to be furnished by the Contractor within 28 days of issue of Letter of Acceptance.

(ii) Deleted without change in sr. no.

Within 28 (twenty-eight) days from the date of issue of the Letter of Acceptance, the successful bidder shall deposit to Employer a Performance Security of 5% (Five percent) of the Contract Price. The Performance Security Deposit shall be in the form of a demand draft/Manager's Cheque/FDR/Banker Cheque/Pay order/Bank Guarantee issued by a Class A bank situated in Nepal acceptable to SJVN Arun-3 Power Development Company Private Limited.

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

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

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

The Performance Security shall be released after 60 days after successful completion of all contractual obligations under the contract, including extension, if any, thereof.

In case of any complaint, the security deposits shall be discharged only after adjusting all dues, liabilities etc. including withdrawals of SSF of workers engaged during contract period or after submitting the individual SSF account

details to be certified by Provident fund commissioner's office, etc., if any, as specified in the tender at appropriate places.

5. PRICES AND TAXES & DUTIES:

5.1 The rates are inclusive of all cost towards payment of wages, salaries, bonus (if payable), food, accommodation, transport, canteen facilities, other statutory privileges and facilities as per GoN, Nepal, ensuring compliances to various labour and all industrial laws/acts for respective manpower (if any), contingency, service charge, all statutory taxes etc., which shall be considered inclusive in the 'Contractor Profit/Overhead Charges' quoted by the bidder, **but exclusive of VAT**.

The rates shall be firm during the entire period of contract and no escalation shall be payable, except the contractor is entitled for reimbursement towards the incremental changes in minimum wages from Statutory Authority/Bodies proportionate to the manpower deployment from the effective date of revision. Base date for price variation on account of revision in minimum wages shall be the last date for submission of bid.

5.2 Statutory variation in taxes and duties or levy of any new tax after deadline for submission of bid will be adjusted/reimbursed against production of documentary evidence.

6. CONTRACT PERIOD:

6.1 The Contract shall be valid for a period of 02 years (24 months) from the date of commencement of the work. The Contractor shall take over and commence the work within 15 days from the date of issue of Letter of Award. If the Contractor commits default in the commencement of work within 15 days of issue of LOA, the SAPDC shall without prejudice to any other right or remedy be at liberty to cancel the Contract and forfeit the earnest money/Performance Security.

6.2 The Contract period may be extended beyond 24 months on the same terms and conditions for a maximum period of another 12 months. However, extension of contract for further period of 12 months is at sole discretion of OIC.

7. COMPENSATION:

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

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

8. TERMINATION:

If the work is found to be unsatisfactory during the execution of the contract or the contractor commits default in any of the terms and conditions of the contract, Employer reserves the rights to terminate the contract and can get the work done by another agency at the risk and cost of the contractor.

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

9. INSPECTION:

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

10. CHANGES IN CONSTITUTION

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

11. OIC AND HIS DECISION:

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

12. VARIATION

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

13. PAYING AUTHORITY

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

14. CONTRACTOR'S RESPONSIBILITY

14.1 The refill of LPG Cylinders (limited to 5 cylinders per month) will be arranged by Employer. However, the cost of refilling of cylinders more than 5 cylinders will be borne by the contractor.

14.2 Deployment of manpower: the contractor/Agency shall be responsible to engage sufficient manpower **(which comprise of cooks-02 and Helpers-02)** as may be required to be deployed on above works.

14.3 All personnel engaged under this contract by the Agency/Contractor shall be employees of Agency/Contractor. Employer shall not have any liability/responsibility to absorb the persons engaged by the Agency/Contractor and/or to extend any type of recommendations etc., for obtaining any job in SAPDC or elsewhere.

14.4 Catering and allied services for the office of SAPDC, Tumlingtar including cooking/preparation and serving of food as per prescribed menu in the most hygienic condition and collection of payment as per the rates to be prescribed by Employer for meals availed by the inmates.

14.5 The service will include cleaning of utensils, overall cleaning and upkeep of dining hall, furniture and fittings therein, kitchen and kitchen equipment on a daily basis.

14.6 All the eatable materials, cleaning soap for utensils, cleaning clothes for tables/utensils etc., shall be provided by agency/contractor.

14.7 The agency/contractor shall keep the record inventory in appropriate rate format as defined by OIC.

14.8 The Service Providing Agency/Contractor will be responsible for proper maintenance and care of all furniture & fixtures, appliances, lying in Employer Canteen premises etc.

14.9 The agency/contractor shall arrange at his cost cleaning cloths for kitchen/furniture/utensils, dish wash bar, vacuum cleaner and other facilities/modern gadgets for the execution of work.

14.10 The garbage should be disposed-off at the appropriate place earmarked by the Municipal Corporation or at any other suitable place so that environment may not be harmed and no extra payment for the same shall be made by Employer.

14.11 Material required for operation i.e. food/items as per menu shall be arranged by agency/contractor; Employer shall not bear the above cost.

14.12 The Agency shall be responsible to make arrangements for boarding & lodging of its entire staff on its own cost and expenditure. No payments/reimbursements of any sort on this account will be made by Employer.

14.13 A complaint & suggestion register will be kept at the appropriate place in the canteen premises, which will be meant for suggestions/lodging complaints and recoveries (if any) shall be made as per the complaints register/checking by Officer-in-Charge or his authorized representative.

14.14 The Agency/Contractor and his labour shall follow all safety rules while working, so as to avoid any accident which may cause loss of life or damage to Employer property. For this purpose, the agency/contractor shall give sufficient safety training and instructions to the cook/helper.

14.15 The Agency/Contractor shall make himself available for receiving instructions daily in the morning at 08:00 AM from Officer-in-Charge/representative of Officer-in-Charge. In the absence of Agency/Contractor, his representative will take instructions.

14.16 The Agency/Contractor shall ensure that staff deployed is not suffering from any contagious disease.

14.17 Articles, foodstuff, etc. brought inside the SAPDC premises by the Agency/Contractor's employees or representative(s) shall be liable for security check, gate pass system or any other system in force from time to time. This shall be monitored by OIC or his representative.

14.18 The Agency/Contractor shall adhere and be responsible for payment of wages, salaries, bonus, social insurance, food, accommodation, transport, medical, uniform, canteen facilities and other statutory privileges and facilities of Nepal; cost on above shall be considered inclusive in the rates by the Agency/Contractor.

14.19 The Agency/Contractor shall be solely responsible for compliance to the provisions of labour laws (GoN), such as wages, allowances, compensations, SSF, Festival allowance, Medical and accidental insurance (if required) cover for each employee etc. relating to personnel deployed by it at SAPDC Canteen or for any accident caused to them; Employer shall not be liable to bear any expense in this regard.

14.20 The increase in the minimum wage during currency of the contract, on account of increase that may be effective due to issuance of notification of Govt. of Nepal shall be considered for reimbursement/adjustment as per actual against documentary evidence. The amount against *'Contractor Profit/Overhead Charges'* shall not be revised on revision of minimum wages.

14.21 The Agency/Contractor shall ensure that staff deployed are properly trained in various mentioned services, bear good conduct and are physically fit and healthy for the work. They should not be under the influence of any illegal drugs or liquor during duty and should have full knowledge and experience to complete the jobs assigned to them.

14.22 The contractor shall ensure that rate list is properly displayed at suitable place in the canteen.

15. PENALTY CLAUSE

15.1 The payment to the contractual employees to be made on or before 7th of every English month, failing to which it will attract a penalty @ 0.25% per day on total amount of the bill raised by the agency; however, in the event of payment not released by the contractor to manpower by 15th day of a month then payment can be released by Employer directly to the persons and shall be recovered from the contractor by imposing 1% penal interest.

15.2 The cost of damaged materials due to negligence/mishandling (as established by OIC) will be deducted from the monthly payments/any other sum/deposit which otherwise are due to be paid to agency/contractor.

15.3 Not supplying required quantum of manpower as stipulated on daily basis: Deduction will be made as of minimum wages plus 1% penalty per minimum wages multiplied by the number of persons short till the deployment of required manpower. Decision of OIC shall be final in the matter.

15.4 If any of the staff required being in uniform is found without proper uniform or uniform found poorly maintained, a penalty of NPR 500/- per occasion may be deducted from contractor's monthly bill.

15.5 Any complaint by SAPDC, if not attended within prescribed time may attract a penalty of NPR 500/- for each occasion to the Agency or as decided by SAPDC.

15.6 A complaint register will be maintained and kept at the reception table of Canteen for lodging complaints and above-mentioned recoveries shall be made as per the complaints register/checking by Officer-in-Charge or his authorized representative.

16. SAFETY:

16.1 The Agency/Contractor shall be responsible for the compliance of all statutory regulations regarding safety in respect of all his workmen.

16.2 It shall be the Agency/Contractor's responsibility to take protective measures to protect the property and persons and prevent accidents during the contract period. It shall indemnify SAPDC against all claims of damage or injury to any person or persons or property resulting from and in the course of this contract. The Agency/Contractor shall keep the SAPDC indemnified against all the claims and liabilities.

17. INSURANCE

The Contractor shall take the Workmen Compensation insurance policy and appropriate Mediclaim policy etc. (if required by the law or otherwise). All costs on account of insurance liabilities covered under the Contract will be on Contractor's account and are deemed to be included in Contract Price.

18. REMOVAL OF CONTRACTOR'S MEN

The Contractor shall employ on the execution of the Works only such persons as are skilled and experienced in their respective trades and the OIC shall be at liberty to object to and require the contractor to remove from the works any

persons employed by the Contractor on the execution of the works who, in the opinion of the Engineer-in-Charge, misconducts himself or is incompetent or negligent in the proper performance of his duties. The contractor shall forth-with comply with such requisition and such person shall not be again employed upon the works without permission of the OIC. Any person so removed shall be replaced immediately.

19. EMPLOYER RESPONSIBILITIES

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

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

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

20. COMPLETION CERTIFICATE:

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

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

21. TERMS OF PAYMENT

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

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

21.3 The payment to the contractual employees be made on or before 7th of every month, failing to which it will attract a penalty @ 0.25% per day on total amount of the bill raised by the agency. However, in the event of payment not released by the contractor to manpower by 15th day of a month then payment can be released by Employer directly to the persons and shall be recovered from the contractor by imposing 1% penal interest (Refer Clause 15.1).

21.4 The bill must be accompanied with the copies of all the payments made to its employees as deployed and statutory compliances along with checklist for jobs performed and services provided, obtained after due certification by Officer-in-Charge or his authorized representatives.

21.5 The payment will be released to the contractor on certification of his bills by Officer-in-Charge or his authorized representative on monthly basis within 15 days of submission of bill after effecting statutory deductions through electronic mode.

21.6 VAT, TDS, Income Tax and other taxes will be paid/deposited/deducted as per provisions of applicable laws.

21.7 Payment by the agency to its workmen should be made through bank payments only, preferably through electronic mode of transfer.

21.8 Monthly Running Account/Interim bills along with documentary evidence of SSF, VAT paid etc. as applicable in respect of previous bill shall be submitted by the Contractor monthly on or before the date fixed by the OIC for the work executed. The OIC shall then verify the bills with reference to the measurements recorded in the measurement book(s).

21.9 Payment on account for amount admissible shall be made on the OIC certifying the sum to which the contractor is considered entitled by way of interim payment for the work executed, after deducting there from the amounts already paid if any, the security deposit and such other amounts as may be withheld/deductible or recoverable in terms of the Contract.

21.10 Payment of the Contractor's bills shall be made by the Employer within 15 days from the date of submission of the bill subject to the acceptance of the OIC.

21.11 Any interim bills given relating to work done or materials delivered, may be modified or corrected by any subsequent interim bills or by the final bill. No certificate(s) of the OIC supporting an interim payment shall itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the Contract.

21.12 In case of disputed items for which payment has been withheld, the Engineer-in-Charge will intimate to the Contractor in writing the details of such disputed items. The Contractor shall submit in writing the clarifications/modifications in regard to these disputed items to the Engineer-in-Charge. After receipt of such clarifications/modifications and acceptance thereof by the OIC, payment on receipt of such disputed items shall be released within 30 days thereafter.

22. PAYMENT OF FINAL BILL:

The final bill shall be submitted by the Contractor within one month of the date fixed for completion of the Work or of the date the Certificate of Completion furnished by the OIC whichever is later. No further claim in this

regard unless as specified herein under shall be entertained. Payment shall be made within 3 months of the submission of Final bill. If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of three months. The Contractor shall submit a list of the disputed items within thirty days from the disallowance thereof and if he fails to do so, his claim shall be deemed to have been fully waived and absolutely extinguished. Provided further the Employer shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract or execution of the Works, unless the Contractor shall have included a claim in respect thereof in his Final Bill.

23. SETTLEMENT OF DISPUTE:

23.1 A notice of the existence of any dispute or difference in connection with this Contract, shall be served by either party within 30 days from the date of existence of such dispute or difference or after the attempt by the parties to the Contract for amicable settlement as per Clause 23.2 has failed, whichever is later, failing which all rights and claims under this Contract shall be deemed to have been forfeited and absolutely barred.

23.2 No dispute or difference arising between the parties relating to or in connection with the Contract shall be referred to arbitration unless an attempt has first been made to settle the same amicably.

24. ARBITRATION:

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

25. LAW GOVERNING CONTRACT

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

SECTION –III

SPECIAL CONDITIONS OF THE CONTRACT (SCC)

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

SECTION –IV

CONTRACT FORMS

1. **FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT AND INSTRUCTIONS TO BE FOLLOWED FOR EXECUTION OF ALL KIND OF BANK GUARANTEES (Annexure-A, Sl. No. 1)**
2. **FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT (Annexure-A, Sl. No. 2)**
3. **PERFORMA FOR AGREEMENT (Annexure-B)**

Annexure-A

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 "**Providing canteen services at SAPDC office complex, Tumlingtar for two (02) years (PCD-289/2026)**".

KNOW ALL PEOPLE by these presents that We _____ (Name of Bank) of _____ (Name of Country) having our registered office at _____ (hereinafter called "the Bank") are bound unto SJVN Arun-3 Power Development Company Private Limited (SAPDC) in the sum of NPR _____ (Nepalese Rupees _____ only) for which payment well and truly to be made to the said SJVN Arun-3 Power Development Company Private Limited, the Bank binds itself, its successors and assigns by these presents.

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 Tender Form; or
2. If the Bidder having been notified of the acceptance of his Bid by the SJVN Arun-3 Power Development Company Private Limited (SAPDC), during the period of bid validity:
    a. fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
    b. fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders; or
    c. does not accept the correction of the Bid Price pursuant to **Clause-24.0 of NIT & ITB**; or
    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 is due to it owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date **225 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 extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

(Signature, name and address)

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

1. Bank Guarantee should be executed on papers of requisite value in accordance with the Stamp Act as applicable in Nepal.

2. The executing officers of the Bank Guarantee shall clearly indicate in (Block Letters), his name, designation, Power of Attorney No./Signing Power No. etc.

3. Each page of the Bank Guarantee shall be duly signed/initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Bank.

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

2. FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT

(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 an Agreement on (Insert LOA No. & Date) …… with you for the work of "**Providing canteen services at SAPDC office complex, Tumlingtar for two (02) years (PCD-289/2026)**".

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

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

The term of this Performance Security shall commence on the date of its issuance and shall expire on the date **60 days beyond** the expiry of the Contract Period (including extension, if any) i.e. on …… (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 honored 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: ……

[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: ……]

ANNEXURE-B

PROFORMA FOR AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH as follow:

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

   The aforesaid document shall be taken as complementary and mutually explanatory of one another but in case of ambiguities or discrepancies, the precedence shall be taken in the order set out above.

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 _____ Add. _____ _____	Name _____ Add. _____ _____

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

Signed and Delivered

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

SECTION –V

Price Schedule/Bill of Quantities (BOQ)

Price Schedule/Bill of Quantities (BOQ)			
Name of Work: Providing canteen services at SAPDC office complex, Tumlingtar for two (02) years. **(PCD-289/2026)**			
S. No.	**Description**	**Cook (Semi-Skilled)**	**Cook Helper (Unskilled)**
1.	Notional Manpower	2	2
2.	Basic Pay	13,545	12,170
3.	Dearness Allowance (Fixed)	7,380	7,380
4.	Festival Allowance @ 8.33% of the Basic Pay	1,128	1,014
5.	SSF Contribution @ 20%	2,709	2,434
6.	Project Allowance	2,500	2,500
7.	Uniform Allowance (Fixed)	800	800
8.	Sub-Total (NPR)	28,062	26,298
9.	Total Monthly FI (NPR)	56,124	52,596
10.	Total Annual FI (NPR)	6,73,488	6,31,152
11.	Total FI for 24 Months (i.e. 02 Years) (NPR)	13,46,976	12,62,304
12.	**Total Amount (NPR)**	**26,09,280**	
13.	**Contractor Profit/Overhead Charges (In figure - NPR) on Sr. No. 12 above**	**TO BE QUOTED IN THE ONLINE DYNAMIC FORM ON THE E-TENDER PORTAL ONLY**	
VAT shall be paid extra as per actual on production of Invoices/Bills			

Note: -

i. The quantities, rates and amounts at Sr. No. 1 to 12 above have been fixed by the Employer. **The bidder shall quote only the amount of 'Contractor Profit/Overhead Charges' (in figures, in NPR) against Sr. No. 13, on the Total Amount at Sr. No. 12 i.e. for the entire Contract period of 24 months, in the online dynamic form on the e-tender portal**. No price shall be indicated by the bidder in Part-I (Techno-Commercial Bid) or in the documents submitted in physical form.

ii. The Agency/bidders/Contractor shall adhere and be responsible for payment of wages, salaries, allowances (as above in BOQ), bonus (if payable) and food, accommodation, transport, facilities and other statutory privileges and facilities as per GoN, Nepal, ensuring compliances to various labour and all industrial laws/acts for respective manpower; cost on above shall be considered inclusive in the amount quoted by the bidder.

iii. Bidders are also advised to consider all the expenses regarding their staff, menu and rates of items as per Annexure-I (Section-I-A) while quoting against Sr. No. 13 of BOQ.

iv. VAT shall be paid extra by SAPDC as per actual on production of documentary evidence.

v. The amount of 'Contractor Profit/Overhead Charges' quoted by the bidder shall not be revised on revision of minimum wages (Refer Clause 14.20 of Section-II, GCC).

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

SECTION –VI

BIDDING FORMS

Form No.	Description
Form-1	Tender Form
Form-2	Form of Declaration
Form-3	Declaration regarding Fraud and Corruption
Form-4	Undertaking regarding Blacklisting
Form-5	Bank Account Details
Form-6	Qualification Information – Average Annual Turnover
Form-7	Related Party Declaration – Third Party/Counterparty
Form-8	Related Party Declaration – Employee

The above Forms, duly filled in, signed and stamped, shall be scanned and uploaded with Part-I (Techno-Commercial Bid) on the e-tender portal in accordance with Para-17.0 of NIT & ITB.

Form-1

TENDER FORM

To,

Chief Engineer (P&C),
Satluj Bhawan, Arun Sadan,
SAPDC Office Complex, Tumlingtar,
Distt. Sankhuwasabha, Nepal.

1. We have read and examined the Bidding Documents (Section-I to Section-VI), including Corrigendum/Addendum (if any), relating to "**Providing canteen services at SAPDC office complex, Tumlingtar for two (02) years (PCD-289/2026)**".

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, at the amount quoted by us against Sr. No. 13 of the Price Schedule/Bill of Quantities (Section-V) in the online dynamic form on the e-tender portal and for the Contract period specified in the Bidding Documents.

3. We agree to keep this tender open for acceptance for 180 days from the last date of submission of 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 the Bidding Documents is hereby submitted in the form of online fund transfer receipt/cash deposit slip/Bank Draft (in original)/Manager's Cheque (in original)/FDR (in original) duly pledged in favour of SJVN Arun-3 Power Development Company Pvt. Ltd./Bank Guarantee (in original) in favour of SJVN Arun-3 Power Development Company Pvt. Ltd. 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.

5. 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.

6. 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: .....
Name of Bidder/Firm: .....
Postal Address: .....
Contact No.: .....
E-mail ID: .....
Date: .....

Form-2

FORM OF DECLARATION

M/s ---------- (name of Bidder) having its registered office at ---------- (hereinafter referred to as 'the Bidder') having carefully studied all terms and conditions of tender document, scope of work, BOQ etc. and all corrigendum (if any) pertaining to the "**Providing canteen services at SAPDC office complex, Tumlingtar for two (02) years (PCD-289/2026)**", the local and site conditions and having undertaken to execute the said works,

DO HEREBY DECLARE THAT:

1. The Bidder is familiar with all the requirements of the Contract.
2. The Bidder has not been influenced by any statement or promise of any person of the Employer but only the Contract conditions.
3. The Bidder undertakes that the information furnished in the Bid is true and correct in all respects.
4. The Bidder undertakes that all the documents uploaded along with the NIT have been read and there is no deviation from the terms and conditions of the NIT including Corrigendum/Addendum (if any).
5. The Bidder undertakes to abide by all labour welfare legislations of Nepal applicable to the Contract.

Date:

For and on behalf of the bidder

.....

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

Form-3

DECLARATION REGARDING FRAUD AND CORRUPTION

Name of Work: Providing canteen services at SAPDC office complex, Tumlingtar for two (02) years (PCD-289/2026)

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 we are not under a declaration of 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]: .....

Form-4

UNDERTAKING REGARDING BLACKLISTING

To:

SAPDC, Tumlingtar, Nepal

Dear Sir,

Name of Work: Providing canteen services at SAPDC office complex, Tumlingtar for two (02) years (PCD-289/2026)

It is hereby certified that we, _____ {Insert Name of Bidder/Firm}, have not been banned/de-listed/black-listed/debarred from business by any PSU/Govt. Deptt./SAPDC/SLPDC/PPMO in Nepal and India during the last 03 (three) years on grounds of corrupt/fraudulent practices and/or on any other ground.

The Bidder/Firm will immediately inform the Employer (SAPDC) in case of any change in the situation any time hereinafter.

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

Form-5

BANK ACCOUNT DETAILS (PCD-289/2026)

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

#Copy of cancelled cheque may also be attached

For and on behalf of the bidder

……

(Signature of authorized representative of the Bidder,

along with his name, Seal of Company)

Form-6

QUALIFICATION INFORMATION
AVERAGE ANNUAL TURNOVER
(Refer Sr. No. 2.0 of NIT & ITB)

Bidder's Name & Address:	To: SAPDC

We declare that our Average Annual Financial Turnover during the last three (03) Financial Years, ending 15th July, 2025, is as under:

S. No.	Period	Turnover (NPR)
1.	2022-23 / 2079-80	
2.	2023-24 / 2080-81	
3.	2024-25 / 2081-82	
4.	Average Annual Financial Turnover for the last three (03) completed financial years	

Note: Audit Reports and/or tax clearance certificate obtained from the Inland Revenue Department or documents showing submission of tax returns for the above three financial years shall be enclosed in support of the above.

For and on behalf of the bidder

.....

(Signature of authorized representative of the Bidder,

along with his name, Seal of Company)

Form-7

Related Party Declaration - Third Party / Counterparty

Name of counterparty:

Address:

PAN:

CIN/Registration No.:

Nature of Transaction:

NIT/LOA/PO/MoU/Other reference No. (if any): PCD-289/2026

Declaration

It is hereby declared that the above-named counterparty:

1. **is/is not (PLEASE TICK)** a Related Party of SJVN Limited within the meaning of Section 2(76) of the Companies Act, 2013 and Indian Accounting Standard (Ind AS)-24.
2. In case the counterparty is a Related Party, the details are as under.
   A. Nature of Related Party Relationship **(tick/specify, as applicable) OR WRITE NOT APPLICABLE:**
   - ☐ Director of SJVN Limited
   - ☐ Key Managerial Personnel of SJVN Limited
   - ☐ Relative of Director/KMP of SJVN Limited
   - ☐ Entity in which Director/KMP or their relative is partner/Director/has control/significant influence
   - ☐ Subsidiary/Associate/Joint Venture of SJVN Limited
   - ☐ Any other relationship (please specify):

   B. Person(s)/Entity(ies) with whom the related party relationship exists

   Name of Person/Entity:
   Designation/Position/Role/Association with SJVN Limited:
   Relationship:
3. Any change in the above particulars shall be promptly informed in writing.

For and on behalf of:
Signature:
Name:
Designation:
Date:
Place:

Form-8

Related Party Declaration - Employee

Name of Employee/Candidate:

Employee Code/Registration/Application No.:

Designation/Post Applied For:

Declaration

It is hereby declared that:

1. The employee/candidate **does/does not (PLEASE TICK)** have any relationship that qualifies as a Related Party relationship with SJVN Limited.

   [In case of existence of a Related Party relationship, the details are as under]

   A. Nature of Relationship (tick/specify, as applicable):

      ☐ Relative of Director/KMP

      ☐ Any other relationship (please specify)

   B. Person(s) with whom the related party relationship exists:

      Name of Person:
      Designation/Position/Role/Association with SJVN Limited:
      Relationship:

2. Any change shall be promptly intimated.

Signature of Employee/Candidate:
Name:
Date:
Place:

* * * * * * *