

एसजेवीएन अरूण-3 पाँवर 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/PPR-167/2023-1019

Date: 07.12.2023

NOTICE INVITING QUOTATIONS (NIQ)

Sealed quotations are herewith invited by SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC/Employer) from the eligible Bidder/Suppliers of Nepal for **“Hiring third party for the Health and Safety audit of SAPDC all sites and offices.” (PPR-167/2023)** as per the details provided here-in-below: -

Sr. No.	Description	Remarks
1.	Bill of Quantities (BOQ)	Refer Annexure 'A'
2.	Special Terms and conditions of contract (SCC)	Refer Annexure 'B'
3.	Scope Of Work	Refer Annexure 'C'
4.	Form of declaration	Refer Annexure 'D'
5.	Bank Account Details	Refer Annexure 'E'

TERMS & CONDITIONS (T&C):

1. Minimum Qualifying Requirements:-

1.1 Successfully completed similar works during last seven years ending last day of month previous to the one in which applications are invited should be either of the following:-

- Three similar completed works costing not less than the amount equal to NPR 1,26,560/- including VAT or
- Two similar completed works costing not less than the amount equal to NPR 1,58,200/- including VAT or
- One similar completed work costing not less than the amount equal to NPR 2,53,120/-including VAT

Similar Work:- Health & Safety Audit of Government organization/any Other Organisation.

2. Submission of Bid:

The bidder must submit the bid in the following **two separate sealed envelopes {PART-I (Envelope-1) & PART-II (Envelope-2)}** clearly indicating the contents therein duly super scribed as under and these two envelopes should be enclosed in a single sealed envelope/cover super scribed as **“Hiring third party for the Health and Safety audit of SAPDC all sites and offices.” (PPR-167/2023)** and submitted at the address of the undersigned and must reach this office through courier or by post or by hand on or before **28.12.2023 by 1500 Hrs.** and same shall be opened on **29.12.2023 at 1600 Hrs.** in presence of authorized representative of firms who choose to attend.

Further, In the “Techno-Commercial” part *{i.e in PART-I (Envelope-1)}* of the bid the bidder shall not give any indication about the bid price in any manner whatsoever. Non-compliance of this provision may result in the rejection of bid.

PART-I (Envelope-1):-

- i. Original Earnest Money Deposit (EMD) (as per Sr. No.9).
- ii. The firm shall submit PAN/VAT and Company Registration certificate.
- iii. Copies of award letter(s)/contract agreement(s) along with successful completion certificate(s) from the agency(ies)/firm(s) for meeting out criteria laid down at Sr. No. 2. above.
- iv. Duly filled in & signed ‘Form of declaration’ as per Annexure-D.
- v. Bank Account Details as per Annexure-E.

PART-II (Envelope-2):-

Price bid: Comprising of Price Bid at Annexure-A i.e., duly filled, signed and stamped in Bill of Quantities (BOQ).

3. Opening of Bid:

The bid shall be opened in the following sequence:

- i. First, the envelope Part-I shall be opened.
 - ii. Part –II (Price Bid) shall be opened subsequently, if no clarification is required from the Bidder(s). In case clarification is sought from the Bidder(s), separate intimation shall be given for opening of Price Bid(s) of responsive bidder(s).
4. No material and T&P will be issued by SAPDC.
5. **Completion period:** Completion period shall be 1 (One) Month to be reckoned from date of issuance from Letter of Acceptance (LOA)
6. **Bid Validity:** The bid (s) shall be valid for 90 days from the opening of bid(s).
7. **Prices:-** The supplier/bidder shall offer rates & prices “on Firm Price Basis”. The quoted rates for item(s) shall be inclusive of VAT, all other taxes & duties, transportation, loading & unloading etc. and SAPDC shall not bear anything extra on this account. Any statutory variation in the rate of taxes after the last date of submission of bid (if any), during the currency of the contract including extension thereof shall be reimbursed/adjusted on production of documentary proof. Rates & amount should be filled in both figures and words. In case of ambiguities in between the rate in figures and the rate in words, the rate quoted in words shall prevail and the amount shall be corrected accordingly. The SAPDC reserves the right to adjust arithmetical or other errors in any tender/quotation in the way which it considers suitable.

Further, only unconditional discount offered at appropriate place in the BOQ shall only be considered for evaluation of the bid, discount offered at any other place or in any other document/letter submitted by the bidder along with the bid shall not be considered for the purpose of evaluation as well as award. Further, the bidder shall quote rate and amount inclusive of VAT, any other charges/taxes/VAT mentioned at any other place/document/letter by the bidder/supplier shall also for not be considered evaluation as well as award.

8. **Payment:-** The payments will be made in the following manner:

The payment will be made on submission of bill and after submission of report as per scope of work mentioned in Annexure-C, to the satisfaction of OIC/EIC concerned or his authorized representative.

9. **Earnest Money Deposit (EMD):-**

- a. EMD amounting to **NPR 7,000/-** shall be submitted in the shape of **Bank Draft** (in original)/**Manager Cheque** (in original) in favor of **SAPDC-NPR CONSTRUCTION ACCOUNT/FDR** (in original) (duly pledged in favor of **SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC)**) payable at Kandhari.

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

- b. EMD of the bidder shall be forfeited :
- i. If bid withdrawn or amends its bid or impairs or derogates from the bid in any respect in the interval between the bid submission deadline and the expiration of the bid validity period.
 - or
 - ii. Adopts corrupt or fraudulent practices
 - or
 - iii. Does not accept the correction of the Bid Price.
 - or
 - iv. EMD of the successful bidder(s)/supplier(s) shall be forfeited, in the event of non-compliance of Supply Order/Letter of Acceptance (LOA).
- c. Bidder may modify or amends its bid or withdraw its bid after submission and before the prescribed deadline for bid submission.
- d. The EMD of unsuccessful bidders shall be released within 28 days without any interest after the issuance of Letter of Acceptance of successful bidder.
- e. The EMD of the successful bidder shall be released within 28 days on the recommendation of Consignee after the receipt of inspection report issued by OIC.
- f. No interest shall be payable by SAPDC on EMD.

10. **Award Criteria:**

The work shall be awarded to the firms/agency(ies) who have quoted the lowest rate(s) as per **Annexure-A** in the Bill of Quantities.

11. **Liquidated Damages (LD):**

In case of delayed, LD @0.67% of contract price per day of delay in completion shall be levied subject to maximum of 5% of the contract price.

12. **Performance Security Deposit:**

- 12.1 Within 10 (Ten) days from the date of issue of the Letter of Acceptance, the successful bidder shall deliver to the Employer a Performance Security equal to **10% (Ten percent)** of the Contract Price valid till 45 days beyond **Contract Period**.
- 12.2 The Performance Security Deposit shall be in the form of a demand draft / Banker Cheque in favor of **“SAPDC-NPR Construction Account”** payable at Kandhari, FDR(duly pledged in favor of **SJVN Arun-3 Power Development Company Private Limited(SAPDC)**). The bidder may submit the same in the

form of irrevocable, valid and fully enforceable Bank Guarantee in favor of **SJVN Arun-3 Power Development Company Private Limited(SAPDC)** in the prescribed form from a Class A bank situated in Nepal acceptable to SJVN Arun-3 Power Development Company Private Limited which shall be valid till **45 (Forty five) days beyond Contract Period.**

- 12.3 Failure of the successful Bidder to comply with the requirements of Clause 12.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money Deposit. He will also be debarred from participating in bids invited by the Project for one year.
13. **Force Majeure:** The term "Force Majeure" shall herein mean riots (other than among the Vendor's employees), Civil Commotion (to the extent not insurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires not caused by Vendor's negligence and other such causes over which the Vendor has no control and are accepted as such by the Officer-in-Charge (OIC), whose decision shall be final and binding. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party alleging that it has been rendered unable as aforesaid, thereby shall notify within 10 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause. Extension of time without levy of LD shall be provided during the period of occurrence of Force Majeure event, however no cost compensation shall be provided.

14. **Engineer-in -Charge (EIC)**

Post award correspondences regarding any information related to safety audit shall be addressed to CE (Safety), SAPDC, Arun-3 HEP, Satluj Bhawam, Arun Sadan, Tumlingtar, Nepal. (Mobile No. 9852058138, e-mail: safety.sapdc@gmail.com who shall be Engineer-in-Charge of this assignment).

All correspondence shall be addressed to Engineer-In-Charge.

15. **Insurance:-**

The successful firm/agency (i.e., to whom the work will be awarded) shall take out and maintain, and shall cause any associated person (s)/manpower to take out and maintain, at its (or the associated person s', as the case may be) own cost but on terms and conditions approved by SAPDC, insurance against the risks, and for the coverage, as stipulated in the contract or any applicable law including Labour Law of the land (in Nepal), and as per SAPDC's Officer Incharge (OIC) instructions , shall provide evidence to SAPDC showing that such insurance has been taken out and maintained and that the current premiums have been paid. The agency/firm shall ensure that such insurances are in place before commencing the Services from effective date as mentioned at Sr. No.5. Alterations to the terms of insurance shall not be made without the approval of the Officer Incharge, SAPDC.

16. **Extension Of Time:-**

Time for completion of services is defined under Clause 5, however, if there is any delay/causes, which in the opinion of bidder is beyond his/her control, in that case, such events shall be brought out in the notice of SAPDC by the bidder in writing within 07 days of occurrence of event.

Upon receiving request from bidder, Engineer-in-Charge of work may give a fair and reasonable extension of time for completion, after taking into consideration the nature of the work delay and practicability of its execution during the period of extension.

Provided further that no monetary claims shall be admissible to the bidder for such extension of times.

17. **Safety:-**

The Bidder shall have to ensure safety of all the manpower deployed by them while working. The Bidder shall provide & make all necessary gadgets/arrangements for safety of his workmen. The Employer shall not, in any way be responsible for accident minor, major or fatal to any of his manpower or for any damage arising there from during the pendency of the contract, which shall be the sole responsibility of the Bidder. The insurance charges of the workmen shall be borne by the Bidder. Protective equipment like safety belt, safety shoes, safety helmets, gloves etc. shall be supplied by the Bidder to the manpower and shall be used particularly when working in electrically charged areas. Special precaution should be taken and/or OIC should be contacted before entering the electrically charged areas. The Bidder shall be responsible for safety of all workmen employed by him from time to time and shall be responsible for payment of compensation that may arise from time to time as a legal obligation or otherwise whatsoever it may be

18. **Resolution of Dispute:** In case of any dispute or difference that arises out of the subject cited supply, the same shall be referred to the Sole Arbitrator, who shall be appointed by the CEO, Arun-3 HEP, SAPDC, Tumlingtar. The award of the arbitrator shall be final and binding on both the parties.

Courts of Chainpur (Nepal) shall have exclusive Jurisdiction for adjudication upon the dispute arising out of the subject cited supply between the parties.

19. **Clause deleted without change in Serial No.**

20. Corrigendum/Addendum, if any to NIQ shall be uploaded only on <http://sjvn.nic.in/tender.htm> & <http://www.sapdc.com.np/pages/tender>.

21. SAPDC reserves the right to reject any or all the tenders without assigning any reason thereof.

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

Name	Designation	Contact No.	Address
Er. R. K. Jassal	Chief Engineer (P&C)	Mob.:- +977-9852024906	Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal.

23. **General Information:**

Tumlingtar is connected to Kathmandu by air by around thirty-five minutes journey and from Biratnagar connected by road.

The project sites Power House Phukhuwa and Dam Site Phaksinda are approx. 60 KM connected by road from Tumlingtar.

For & on the behalf of SAPDC

(R.K. Jassal)
Chief Engineer (P&C)
Satluj Bhawan, Arun Sadan,
SAPDC, Tumlingtar,
Distt. Sankhuwasabha, Nepal
Ph. +977-29-575154,
E-mail Address: pnc.sapdc@sjvn.nic.in

BILL OF QUANTITIES

Name of Work: “Hiring third party for the Health and Safety audit of SAPDC all sites and offices.” (PPR-167/2023)

Sr. No.	Description of Item	Unit	Rate (NPR) Inclusive of VAT and transportation		Amount (NPR) Inclusive of VAT and transportation
			In Figures	In Words	
1	Health and Safety audit of SAPDC all sites and offices.	Job			
Total Amount (NPR) Inclusive of VAT and transportation					
Overall Discount offered, if any (%)					
Total Amount After Discount (NPR) Inclusive of VAT and transportation					

Note:

- 1) Only unconditional discount offered at appropriate place in the BOQ shall only be considered for evaluation of the bid, discount offered at any other place or in any other document/letter submitted by the bidder along with the bid shall not be considered for the purpose of evaluation as well as award. Further, the bidder shall quote rate and amount inclusive of VAT, any other charges/taxes/VAT mentioned at any other place/document/letter by the bidder/supplier shall also for not be considered evaluation as well as award.
- 2) As per the schedule, only actual fare for 2 passengers from Kathmandu to Tumlingtar and Janakpur to Kathmandu will be reimbursed on production of documentary proof. Lodging and boarding expenses shall be borne by the Agency/ bidder.
- 3) Local Transportation will be provided by SAPDC for the site visit from airport Tumlingtar/Janakpur

Date:

Place:

For and on behalf of the bidder /Supplier

.....

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

Name of Work: “Hiring third party for the Health and Safety audit of SAPDC all sites and offices.” (PPR-167/2023)

Special Terms and conditions of contract (SCC)

1) TAXES AND DUTIES:

All Taxes and Duties shall be included in the above prices and nothing will be paid extra on this account.

2) As per the schedule, only actual fare for 2 passengers from Kathmandu to Tumlingtar and Janakpur to Kathmandu will be reimbursed on production of documentary proof. Lodging and boarding expenses shall be borne by the Agency/ bidder.

3) CONFIDENTIALITY:

The Contractor shall not disclose any proprietary or confidential information relating to the project, the services, this contract, or the owner’s business or operations or any other documents/ records without prior written consent of the owner.

4) CORRESPONDENCE:

All correspondence shall be addressed to Engineer-In-Charge.

5) CONTRACT PRICE:

The contract price will remain unchanged during the period of contract and no escalation is payable at any circumstances.

6) ADDITIONAL CONDITIONS :

1. The amount/charges should be inclusive of all incidentals, ancillaries, taxes, duties, fees and all other impositions as may be levied under the applicable law on the date of submission of bid document.
2. It may be noted that the Arun-3 HEP (900 MW) sites are located Tumlingtar, Dam site Dovan/Phakshinda, Power House Pukhuwa and Janakpur in Nepal.

Name of Work: "Hiring third party for the Health and Safety audit of SAPDC all sites and offices." (PPR-167/2023)

SCOPE OF WORK

SCOPE OF WORK SAPDC, Arun-3 HEP intends to conduct OHS audit of all SAPDC site (06).

1. Site Visit.
2. Comply with construction safety standards, laws, regulations and Safety Assurance Plan of SAPDC.
3. Review the effectiveness of the H&S policy statement with emphasis on following:
 - Identifies all significant hazards & the people who are at risk from each hazard.
 - Evaluate the existing risk control measures & determine required additional control measures.
 - Examine the availability of a suitable emergency response plan detailing the responsibility & action of key personnel.
 - Brings value to the workplace by avoiding prosecution, litigation, absence costs & loss of reputation.
 - Reduced insurance premiums & indirect cost of workplace injuries.
 - Fosters workforce morale & wellbeing.
 - Enhanced employee awareness about construction safety measures.
 - Document Verification.
4. Submit detail Audit report to EIC.

FORM OF DECLARATION

M/s------(name of Bidder/Supplier) having its registered office at ----- (hereinafter referred to as ‘the Bidder/Supplier’) having carefully studied all Terms and conditions, scope of work & Technical specifications, BOQ etc. and all corrigendum (if any) pertaining to the **“Hiring third party for the Health and Safety audit of SAPDC all sites and offices.” (PPR-167/2023)** 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 NIQ have been read and there is no deviation from the terms and conditions of the NIQ including Corrigendum/Addendum (if any).

Date:

For and on behalf of the bidder /Supplier

.....

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

BANK ACCOUNT DETAILS

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 /Supplier

.....

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

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

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

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT

(Refer clause 12 of NIQ)

Date:

To,

{Insert Name & Address of the Employer}

We have been informed that(the “company”), having its registered office at has entered into a Agreement on20.... with you for the work of **“Hiring third party for the Health and Safety audit of SAPDC all sites and offices.” (PPR-167/2023)**.

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

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

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

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

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

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

Notwithstanding anything contained hereinabove:

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

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

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

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

Signed for and on behalf of:

Name:

Designation:.....

Seal of the Bank:.....

Signed for and on behalf of:

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

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

Name:.....

Designation:.....

Seal of the Bank:.....

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