एसजेवीएन अरूण-3 पॉवर डवलपमेंट कंपनी प्रा. लि. SJVN Arun-3 Power Development Company Pvt. Ltd. (एसजेवीएन की पूर्ण स्वामित्व वाली अधीनस्थ कंपनी)

(एसजवाएन का पूर्ण स्वामत्व वाला अधानस्थ कपना) (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-185/2024-825

Date: 02.10.2024

## **NOTICE INVITING QUOTATION (NIQ)**

Sealed quotation is herewith invited by SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC/Employer) from the eligible Firm(s)/Agency(ies) of Nepal for "Hiring of an agency for Photography on monthly hire charges, Videography, Videography / Photograph through Drone Camera (on need basis) for Arun-3 Hydro Electric Project, SAPDC for a period of 02 years, as per scope of work at Annexure-B (PPR-185/2024)", as per the details provided here-in-below:

Sr. No.	Description	Remarks
1.	Bill of Quantities (BOQ)	Refer <b>Annexure</b> ' <b>A</b> '
2.	Scope of work	Refer Annexure 'B'
3.	Form of declaration	Refer <b>Annexure 'C'</b>
4.	Bank Account Details	Refer <b>Annexure 'D</b> '

### Terms & Conditions:

## **1. Minimum Qualifying Requirements:**

To qualify for award of the Contract each bidder should have;

Minimum Average Annual turnover during the last three Financial years, ending 15th July, 2023 should be at least i.e. NPR 8,13,600/-

In support of above, 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.

## 2. Submission of Bid

The Firm(s)/Agency(ies) 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 of an agency for Photography on monthly hire charges, Videography, Videography / Photograph through Drone Camera (on need basis) for Arun-3 Hydro Electric Project, SAPDC for a period of 02 years, as per scope of work at Annexure-B (PPR-185/2024)" and submitted at the address of the undersigned and must reach this office through courier or by post or by hand on or before 23.10.2024 by 1530 Hrs. and same shall be opened on 23.10.2024 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 Firm(s)/Agency(ies) 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.10 of NIQ).
- ii. The Firm(s)/Agency(ies) shall submit PAN/VAT/Registration certificate.
- iii. Duly filled in & signed 'Form of declaration' as per Annexure-C.
- iv. Bank Account Details as per **Annexure-D**.
- v. Documents in support of Qualifying requirements, (as per Sr. No. 1)

# 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) of responsive firm(s)/agency(ies) shall be opened on same day, if no clarification is required from the firm(s)/agency(ies). In case clarification is sought from the firm(s)/agency(ies), separate intimation shall be given through notification on the websites for opening of Price Bid(s) of responsive firm(s)/agency(ies).
- **4. Period of Rate Contract:** The period of contract shall be for 24 months. However, if the work is not found satisfactory the contract can be terminated at any time by serving one month notice. If the performance of the firm/ agency found satisfactory, the contract can be extended for another year on mutual consent basis on same rates, terms, and conditions of the contract as per the discretion of SAPDC.

# 5. Prices:

- a. The Firm(s)/Agency(ies) shall offer rates & prices "on Firm Price Basis".
- b. The quoted rates for item(s) shall **Including VAT** complete in all respect as per scope of work. SAPDC shall not bear anything extra on this account.
- c. SAPDC will deduct TDS (Tax deductions at Source) as applicable.
- d. 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.
- e. Rates and Offered discount (if any) should be filled in both figures and words. In case of ambiguities in between the rate/ Offered discount in figures and the rate/ Offered discount in words, the rate/Offered discount 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.
- f. 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 Firm(s)/Agency(ies) along with the bid shall not be considered for the purpose of evaluation as well as award. Further, the Firm(s)/Agency(ies) shall quote rate and amount **Including VAT**, any other charges/taxes/VAT mentioned at any other place/document/letter by the Firm(s)/Agency(ies) shall also for not be considered evaluation as well as award.
- g. The percentage (%) offered discount should be filled in both figures and words. However, if Firm(s)/Agency(ies) will not Offered any discount on their quoted rate i.r.o any/all item(s) of Bill of Quantities (BOQ) at Annexure-A then the Firm(s)/Agency(ies) must mention as Nil.

- **6.** SAPDC reserves the right to adjust arithmetical or other errors (if any) noticed in the quotation as follows:
  - i. Where there is a discrepancy between unit rate in figures and in words, the unit rate in words will govern; and
  - ii. Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted in words will govern.
  - iii. In case error due to wrong extension of quantities, the quantities as specified in the NIT/NIQ will be considered and multiplied by the unit rates quoted in words to obtain the amount.

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 Firm(s)/Agency(ies). If the Firm(s)/Agency(ies) does not accept the corrected amount of bid, his bid will be rejected.

- **7.** Bid Validity: The bid (s) shall be valid for 90 days from the opening of bid(s).
- 8. No material and Tools & Plants will be issued by SAPDC.
- **9. <u>Payment:</u>** The payments will be made in the following manner:

Payment for BOQ item No. 1 shall be made on monthly basis and for remaining BoQ items as per actual along with monthly bill. Payment shall be released within 15 days after receipt of Bill duly verified by OIC (Officer-in- Charge).

### 10. Earnest Money Deposit (EMD):

a. Earnest Money Deposit (EMD) amounting to 55,000/- shall be submitted in the shape of Bank Draft (in original)/Manager Cheque (in original)/FDR (in original) (duly pledged in favour of SAPDC-NPR CONSTRUCTION ACCOUNT) in favor of SAPDC-NPR CONSTRUCTION ACCOUNT payable at Khandbari.

Or,

Bank Guarantee (in original) in favor of SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC) Acceptable to SAPDC for an amount as mentioned herein-above.

Earnest Money Deposit shall remain valid for 135 days from the last date of submission of bids as stated in the invitation to bid. Bank Guarantee may be in the format provided in tender document.

Or

Alternatively, Payment against EMD may also be made directly in the account of SAPDC as below. However, proof of same shall be submitted by the Firm/agency with the Proposal in Part-I (Envelope-I):

NPR Account Details:

Everest Bank Limited

Name: SAPDC-NPR CONSTRUCTION ACCOUNT.

Acc. No. 00800105200477

Swift Code: EVBLNPKA

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

However, if Bidder/Firm opt for submission of Earnest Money Deposited (EMD)/Bid Security directly in the bank account of SAPDC, then the documentary evidence/ proof of same (swift statement/ transfer statement/ account statement) has to be submitted along with technical bid in Part-I. 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 Firm(s)/Agency(ies) 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 firm/Agency shall be forfeited, in the event of noncompliance of Supply Order/Letter of Acceptance (LOA).
- c. Firm(s)/Agency(ies) 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 Firm(s)/Agency(ies) shall be released within 28 days without any interest after the issuance of Letter of Acceptance of successful Firm(s)/Agency(ies).
- e. The EMD of the successful Firm/Agency shall be return within 28 days after submission of performance security.
- f. No interest shall be payable by SAPDC on EMD.
- 11. <u>Award Criteria:</u> The bid shall be evaluated on overall basis and the award shall be made to the Firm(s)/Agency(ies) who has offered the lowest evaluated bid price (Ref. Annexure-A) for whole work as per Scope of work (Ref. Annexure-B) provided the evaluated Bid Price is within a reasonable variation of the estimated amount of Work.
- **12.** <u>LD Charges/Penalty:</u> If the agency fails to depute the photographer on any given day, it shall attract a penalty of NPR 3000/- per day. Further, five days of such discontinuation of photographer from duty shall lead towards termination of contract without serving any prior notice to the firm/ agency.

#### 13. <u>Performance Security Deposit:</u>

i. Firm(s)/Agency(ies) shall furnish a "Performance Security" towards contract performance security within 28 days from the issue of letter of award in one of the forms as detailed below: -

Bank Draft (in original)/Manager Cheque (in original) in the name of SAPDC-NPR CONSTRUCTION ACCOUNT payable at Khandbari, Nepal / FDR (in original) (duly pledged in favour of SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC)).

Bank Draft/Manager Cheque/ FDR issued by a "A" Class Nepalese Bank shall only be acceptable.

Or

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.

The Bank Guarantees in INR/NPR shall be acceptable only if these are issued by a Scheduled Bank of India duly counter guaranteed by a "A" Class Nepalese Bank.

ii. 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 guarantee shall be **valid till 60 days** beyond contract Period. The above contract performance guarantee shall be liable for forfeiture in case of failure of the Firm/Agency to fulfil its contractual obligations under the contract.

- iii. Failure of the successful Firm/Agency to comply with the requirements of Clause 13
  (i) 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.
- iv. The performance guarantee will be returned to the contractor within 28 days after completion of assignment without any interest and "Completion Certificate" issued by OIC (Officer-in-Charge).
- v. In case of delay in submission of performance security beyond 28 days as provided in clause 13(i) 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.
- vi. 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.
- **14.** The photography is to be carried out at different remote locations of the Project such as Dam Site (Phaksinda), Power House site Diding (Pukhuwa) etc. The contractor shall carry out the work safely and no unsafe practice shall be followed. The contractors shall take into account above factors while quoting the rates.
- **15.** The work is to be done in smooth manner without hindrances to the works of other agencies, local people, surroundings, and environments and as per the instructions of the OIC (Officer-in- Charge).
- **16.** The work shall be carried out in manner complying in all respect with the requirements of relevant by laws of the local bodies in whose jurisdiction the work area is situated.
- **17.** The agency shall be deemed to have inspected and examined the site/area and its surroundings and collected information available in connection with and to have satisfied himself, before, submitting his bid, as to the form and nature of the work thereof, including the subsurface conditions, the hydrological and climatic conditions, the extent and nature of work and the means of access to the site and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, considering risks, contingencies and all other circumstances which may influence or affect his bid.
- **18.** In view of remote and difficult Project site, it is advised that the agency may obtain appropriate insurance cover on account of his manpower deployed for the work. In case of any eventuality SAPDC shall not entertain any claim what so ever on account of fatal/non- fatal accident and medical emergency.
- **19.** <u>Confidentiality</u>: Agency shall not share any data/information with any third agency without the written permission of the SAPDC, violation of which may leads to any action against the Agency.
- **20.** <u>Officer-in-Charge (OIC)</u>: Post award correspondences regarding execution, Payment etc. of work shall be addressed to CE(PP&M), SAPDC, Arun-3 HEP, Satluj Bhawan, Arun Sadan, Tumlingtar, Nepal who shall be Officer-in-Charge of this assignment.

**21.** <u>Resolution of Dispute:</u> 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.

- **22.** SAPDC reserves the right to accept or reject the bid or to annul the bidding process at any time prior to award of Contract, without thereby incurring any liability to the affected Firm(s)/Agency(ies) or any obligation to inform the affected Firm(s)/Agency(ies) of the grounds for the SAPDC action.
- **23.** For enquiry/clarification for submission of bid and any other information, the Firm(s)/Agency(ies) may contact to:

Name	Designation	Contact No.	Address	
Er. Parminder Kumar	Chief Engineer (P&C)	029-575154	Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal.	

### 24. General Information:

To reach the site of Arun-3 HEP Nepal the nearest broad-gauge railway station is Jogbani, Bihar (India) and further by road up to Tumlingtar is about nearly 264 Km. Jogbani in Bihar is a city of India with Nepal border and is just 6.00 Km. from Biratnagar (a major industrial town of Nepal).

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

- a. Biratnagar to Hile: Hile is located at 108 Km from Biratnagar and the existing road up to Hile is black topped road in good condition.
- b. Hile-Pakhribas-Tumlingtar: This route is about 55 Km and the road fully is black topped.
- c. Tumlingtar is also connected to Kathmandu by air by around thirty-five minutes journey.
- d. Tumlingtar to Power House Site (Pukhuwa): This route is about 60 Km and the road is mostly kaccha road except Tumlingtar to Khandbari (15 KM) which is black topped.
- e. Tumlingtar to Dam Site (Phaksinda): This route is about 60 Km and the road is mostly kaccha road except Tumlingtar to Khandbari (15 KM) which is black topped.

#### For & On behalf of SAPDC,

Sd/-Chief Engineer (P&C), SAPDC, Arun-3 HEP Ph. +977-29-575154 e-mail: pnc.sapdc@sjvn.nic.in

## **Bill of Quantities (BOQ)**

**Name of Work:** - "Hiring of an agency for Photography on monthly hire charges, Videography, Videography / Photograph through Drone Camera (on need basis) for Arun-3 Hydro Electric Project, SAPDC for a period of 02 years, as per scope of work at Annexure-B (PPR-185/2024)".

Sr. No.	Description	Unit Q	Qty.	Rate (NPR) (Including VAT)		Amount (NPR)
				In figures	In words	(Including VAT)
1.	Monthly hiring charges of a cameraman for photography. (as per scope of work at Annexure-B)	Each Month	24			
2.	Rates for extra photographer. (as per scope of work at Annexure-B)	Per day	48			
3.	Deployment of a videographer with video camera and memory card for recording. (as per scope of work at Annexure-B)	Per day	48			

4.	Aerial Photography / videography of project area through drone camera. (as per scope of work at Annexure-B)	Job	24			
Total Amount (Including VAT)						
In Figure					In Word	
Overall Discount (if any) %						
Net Amount after offered discount (NPR)						

Note:

 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 Firm(s)/Agency(ies) along with the bid shall not be considered for the purpose of evaluation as well as award. Further, the Firm(s)/Agency(ies) shall quote rate and amount (NPR) Including VAT. Charges complete in all respect as per scope of work & mentioned at any other place/document/letter by the firm(s)/agency (ies) shall also for not be considered evaluation as well as award.

Date:

Place:

For and on behalf of the Firm/Agency(ies)

••••••

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

#### SCOPE OF WORK

**NAME OF WORK:** "Hiring of an agency for Photography on monthly hire charges, Videography, Videography / Photograph through Drone Camera (on need basis) for Arun-3 Hydro Electric Project, SAPDC for a period of 02 years, as per scope of work at Annexure-B (PPR-185/2024)".

This scope of work is just indicative to denote the nature of the job only. Actual work shall be carried out as per the directions of Officer-in-Charge (OIC).

### **SCOPE OF WORK:**

- 1. Photography, Videography and videography/ photography through drone camera of important events, construction progress at various sites of project, visit of VIP's/ dignitaries/ various agencies/ teams, functions, important meetings and various other activities of SAPDC.
- 2. The firm/ agency for this work shall have its own video/ still camera (SLR)/ Digital camera/ drone camera of latest/ standard make and model having facility to print, day, date, location of the recording along with all the necessary accessories like memory card, tripod, flash, batteries, etc. Nothing whatsoever in this regard shall be provided by SAPDC.
- 3. Transport facility, as and when required, for photography/ videography at project sites shall be provided by SAPDC.
- 4. The photographer/ videographer deployed for the aforementioned works shall be well conversant with the job. If SAPDC is not satisfied with the job of photographer/ videographer at any stage during the contract period, firm/ agency has to arrange for a suitable substitute with the consent of OIC.
- 5. No payment on account of Boarding/lodging will be provided by the SAPDC. Agency has to make own arrangement for boarding/lodging.
- 6. The photographer deputed by the firm/ agency will not be permitted to take photographs for any other agency except SAPDC.
- 7. The drone photographer/ videographer shall ensure its availability as and when required by SAPDC.
- 8. Soft copy of all photos/ videos captured by firm/ agency shall be provided by the firm/ agency in good/ high resolution to SAPDC which shall be the property of SAPDC.
- 9. The firm/ agency and any of their photographer/ videographer/ drone videographer / photographer will not use the photos/ videos captured for any publicity or any other use or shall not provide the same to any person/ entity outside SAPDC.
- 10. The photographer deputed by firm/ agency for photography/ videography shall report to OIC during office working days. Extra photographer/ videographer, drone photographer/ videographer shall be deployed as and when directed by OIC.
- 11. The firm/ agency shall maintain a register in SAPDC Office as per the Performa prescribed by OIC to maintain the records of all photography/ videography work being done under this Scope of work.
- 12. The photographer/ videographer/ drone videographer/ photographer may be required to click any number of photographs/ video clips of any project activity/ event.

- 13.Before and after normal office hours of SAPDC, the firm/ agency shall be in touch with OIC.
- 14.If the work is not carried out to the full satisfaction of OIC, then SAPDC reserves the right to terminate the contract.
- 15. The quantities / numbers mentioned for Items at Sr. No 2, 3 & 4 of Bill of Quantities (BoQ) are tentative and may vary up to any extent, as per the direction of OIC. However, the payment for such items will be made as per actual usage basis.
- 16. The OIC for this work will be Chief Engineer (PP&M), Arun-3 HEP, SAPDC, Tumlingtar, Khandbari, Sankhuwasabha, Nepal and his decision in all matters will be final and binding on the firm/agency.

Name	Designation	Address		
-	HoD (PP&M)	SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal. Mob No.+977-029-575143		
		Email: <u>ppm.sjvnnepal@sjvn.nic.in</u>		

#### FORM OF DECLARATION (PPR-185/2024)

DO HEREBY DECLARE THAT:

- 1. The Firm/Agency is familiar with all the requirements of the Contract.
- 2. The Firm/Agency has not been influenced by any statement or promise of any person of the Employer but only the Contract conditions.
- 3. The Firm/Agency undertakes that the information furnished in the Bid is true and correct in all respects.
- 4. The Firm(s)/Agency(ies) undertakes that all the documents uploaded/sent 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 Firm/Agency

.....

(Signature of authorized representative of the Firm/Agency, along with his name, Seal of Company)

#### BANK ACCOUNT DETAILS (PPR-185/2024)

Sr. No.	Particulars	#To be filled by Firm/Agency
1.	Name of Firm/Agency 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 Firm/Agency

.....

(Signature of authorized representative of the Firm/Agency, along with his name, Seal of Company)