

एसजेवीएन अरुण-3 पावर 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 अरुण-3 जलविद्युत परियोजना

900 MW Arun-3 Hydro Power Project

Regd. No.: 111808/69/070



Ref. No.: SAPDC/P&C/Arun-3 HEP/PPR-209/2025-811

Date: 21.08.2025

NOTICE INVITING QUOTATIONS (NIQ)

Sealed quotations are herewith invited by SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC/Employer) from the eligible Bidder/Agency/Service provider of Nepal for **“Rate Contract for helicopter services on ‘As and when required’ basis for SAPDC, Tumlingtar, Sankhuwasabha Distt. Nepal for a period of one (01) year (PPR-209/2025)”** as per the details provided here-in-below: -

| Sr. No. | Description | Remarks |
|----------------|---|---------------------------|
| 1. | Bill of Quantities (BOQ) | Refer Annexure ‘A’ |
| 2. | Scope of work/Service | Refer Annexure ‘B’ |
| 3. | Special Terms & Conditions/Requirement | Refer Annexure ‘C’ |
| 4. | Format for Profile of the Company | Refer Annex-I |
| 5. | Format for Technical specification of the helicopter to be offered for hiring | Refer Annex-II |
| 6. | Helicopter Specification compliance | Refer Annex-III |
| 7. | Undertaking for Minimum Technical and Operational Compliance of the helicopter to be offered for hiring | Refer Annex-IV |
| 8. | Helicopter Fleet Details | Refer Annex-V |
| 9. | Declaration of Compliance | Refer Annex-VI |
| 10. | Form of declaration, declaration regarding fraud and corruption & undertaking regarding blacklisting | Refer Annexure ‘D’ |
| 11. | Bank Account Details | Refer Schedule ‘E’ |
| 12. | Integrity Pact | Refer Schedule ‘F’ |
| 13. | Undertaking regarding Declaration of Eligibility | Refer Annexure ‘G’ |

TERMS & CONDITIONS (T&C):

1. Eligible Bidders

- (i) This Invitation for Bid is open to all the bidders registered in Nepal who meet the Qualification Criteria as defined hereunder.

- (ii) Bidders should not have as an individual or as a partner in JV banned/ de-listed/ black-listed/ debarred from business by any PSU/Govt. Deptt. /SAPDC during the last 03 (three) years on grounds of corrupt/fraudulent practices and/or on any ground. An undertaking to this effect shall be furnished by the bidder as per the format attached Annexure-‘G’.

2. **Bidder Eligibility Criteria/Qualifying Requirements:**

- a. The bidder/Agency must possess a valid and current Air Operator Certificate (AOC) issued by the Civil Aviation Authority of Nepal (CAAN) authorizing the operation of helicopter services in Nepal and all proposed helicopters must be listed under this AOC.
- b. The bidder/Agency must own or lease at least 1 helicopters have a valid Certificate of Airworthiness from CAAN.
- c. The bidder/Agency must have the trained pilots with license/qualification (CPL)/SPO) to operate the helicopter in Nepal as per CAAN regulations.
- d. Average Annual turnover relating to helicopter/chopper operations during the last three financial years, ending 15th July, 2024 should be at least i.e NPR 19,41,975/-

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.

3. **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 “**Rate Contract for helicopter services on ‘As and when required’ basis for SAPDC, Tumlingtar, Sankhuwasabha Distt. Nepal for a period of one (01) year (PPR-209/2025)**” and submitted at the address of the undersigned and must reach this office through courier or by post or by hand on or before **11.09.2025 by 1530 Hrs.** and same shall be opened on **11.09.2025 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)(Technical Bids):-

- i. Original Earnest Money Deposit (EMD) (as per Sr. No.10 of NIQ).
- ii. Documents in support of Minimum Qualifying requirements (as per Sr. No. 2 of NIQ).
- iii. Profile of the Company (As per format as **Annex-I**).
- iv. Detailed technical specification of the helicopter/choppers to be offered for hiring (As per format as **Annex-II**).
- v. Undertaking for Minimum Technical & Operational Compliance of the helicopter/choppers to be offered for hiring as **Annex-III**.
- vi. Helicopter Fleet Details of the firm along with supportive document as per **Annex-IV**.

- vii. Declaration of Compliance as per **Annex-V**.
- viii. Copy of PAN/VAT & Business Registration certificate.
- ix. Copy of AOC (Air Operator Certificate).
- x. Copy of current and valid Certificate of airworthiness of the proposed helicopter.
- xi. Have Company's helicopters been involved in any fatal accident in past 3 years.
If yes, Please give brief details of cause of accident. Details of other significant accident/ incident may also be provided.
- xii. List of existing clients.
- xiii. Article of Association (AOA) & Memorandum of Association (MOA) (If Applicable).
- xiv. Power of Attorney in favour of Authorized Signatory (If applicable).
- xv. Duly filled in & signed 'Form of declaration' as per Annexure-D.
- xvi. Bank Account Details as per Annexure-E.
- xvii. Integrity Pact' as per Schedule-F.
- xviii. Undertaking regarding Declaration of Eligibility as per Annexure-G.
- xix. Other required relevant documents as mentioned in the tender, valid Non-Schedule Operators Permit issued by CAAN/Concern Authority of GoN.

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).

4. 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 bidder(s) 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 information shall be given through notification on the websites only, for opening of Price Bid(s) of responsive bidder(s).
5. **Contract period:** The period for contract shall be 01 (One) year from the date of issuance of Letter of Acceptance. The Contract period may be extended further for 12 months on the mutual agreed terms and conditions subject to satisfactory performance certification by OIC.
6. **Bid Validity:** The bid (s) shall be valid for 90 days from the opening of bid(s).
7. **Prices:-**
- i. The Bidder/Suppliers shall offer rates & prices “on Firm Price Basis”.
 - ii. The quoted rates for item(s) shall be Including all taxes & duties but excluding VAT. **VAT shall be paid extra by SAPDC as per actual on production of documentary evidence.**
 - iii. 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.
 - iv. 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.
 - v. The details/information towards the deductions shall be issued by SAPDC.

- vi. Rates 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.
8. SAPDC reserves the right to adjust arithmetical or other errors (if any) noticed in the quotation as follows:
- Where there is a discrepancy between unit rate in figures and in words, the unit rate in words will govern; and
 - 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.
 - 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 bidder. If the bidder does not accept the corrected amount of bid, his bid will be rejected & EMD of the bidder(s) shall be forfeited.

9. **Payment:** The payments will be made in the following manner:
- Payment shall be made within 15 days after completion of the each trip services and upon submission of the invoice/ bill complete in all respect to the Officer-in-Charge (OIC).
- Payment shall be made in NPR based on TT selling conversion prescribed by Nepal Rastra Bank on the date of use of services.
- Night halt charges shall only be paid if night halts done on the request of SAPDC.
 - Ground charges after half hour ground time shall only be chargeable.
 - In case the flight is cancelled or not grounded by any reason no payment shall be made.

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

- Earnest Money Deposit (EMD) amounting to **NPR 1,29,000/-** 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**) payable at Kandhari.

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 or as it may be extended by SAPDC. Bank Guarantee may be in the format provided in tender document **(Annexure-I)**.

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 in case of Indian bidder 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 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)
or
 - v. In the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Performance Security Deposit.
 - 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 Firm(s)/Agency(ies) shall be released within 30 days without any interest after declaration of non-responsive. Further, EMD of responsive bidders (other than L1 bidder for the respective category/type of helicopter/choppers) shall be released within 30 days without any interest after the issuance of Letter of Acceptance of successful Firm(s)/Agency(ies).
 - e. The EMD of the successful bidder (for the respective category/type of helicopter/choppers) shall be released within 28 days after submission of performance security, required to be submitted in terms of NIQ Clause 12.
 - f. No interest shall be payable by SAPDC on EMD.
11. **Award Criteria:**
The work shall be awarded to the firm/agency whose average of quoted rates except **Night halt Charges (All Season)** shall be lowest under **Annexure-A** in the Bill of Quantities. However, payment shall be made on basis of quoted rates.

Illustration: -

Average of quoted rates = [Rate on Hour Basis (Season) + Rate on Hour Basis (off Season) + Ground charges per hour (season)+ Ground charges per hour (off season)]/ 4.

12. **Liquidated Damages (LD)/Penalty:**

In case, movement is cancelled after confirmation from the service provider, the security deposit of the agency shall be seized/forfeited. The empanelment/rate contract of the agency shall be considered for termination.

13. **Performance Security Deposit:**

13.1 Within 28 (twenty-eight) days from the date of issue of the Letter of Acceptance (LOA), the successful bidder(s) shall deliver to the Employer a Performance Security of **NPR 1,00,000/-**.

13.2 The Performance Security Deposit shall be in the form of a demand draft / Banker Cheque in favor of “**SAPDC-NPR Construction Account**” payable at Khandbari/ 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 (**valid till 60 days beyond Contract period**) in favor of **SJVN Arun-3 Power Development Company Private Limited (SAPDC)** in the prescribed form (Ref **Annexure-II**) from a Class A bank situated in Nepal acceptable to SJVN Arun-3 Power Development Company Private Limited.

13.3 Failure of the successful Bidder to comply with the requirements of Clause 13.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money Deposit. He may also be debarred from participating in bids invited by the Project for one year.

13.4 The performance guarantee will be returned by the EIC (Engineer-in-Charge)/Officer-In-Charge (OIC) to the contractor/Supplier within 28 days after completion of contract without any interest, after issuance of successful Completion Certificate.

13.5 In case of delay in submission of performance security beyond 28 days as provided in clause 13.1 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 NIQ.

13.6 In case, the last day of submission of Performance Security happens to be a bank holiday, the last day of submission shall be the next working day.

13.7 The notification of Award (NOA)/Letter of Acceptance (LOA) will constitute the formation of the Contract and further subject only to the furnishing of a performance security.

14. **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.

15. **Officer-in-Charge (OIC/EIC):** All the post award correspondence regarding the execution of work & payments etc. shall be addressed to the following, who or his Authorized representative will be the Officer-in-charge/Engineer – in charge of this work:

HOD (HR),
Satluj Bhawan, Arun Sadan,
SAPDC, Tumlingtar,
Distt. Sankhuwasabha, Nepal.
(Mobile No.:+977-9852069135)

16. **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.

The contract shall be governed by and interpreted in accordance with the laws in force in Nepal.

17. **Integrity Pact (Schedule-F):**

To improve transparency and fairness in the tendering process, SAPDC is implementing Integrity Pact To improve transparency and fairness in the tendering process the Employer is implementing Integrity Pact. Integrity Pact is deemed as part of the contract so that the prospective bidders are bound by its provisions.

The Integrity Pact, signed by all the prospective Bidders and the Employer, shall commit the persons/officials of both the parties, not to exercise any corrupt/fraudulent/collusive/coercive practices in the Tendering process and during implementation of the Contract. Only those Bidders who have entered Integrity Pact with the Employer shall be eligible to participate in the bidding process. Bidders signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

Entering Integrity Pact as per Schedule-F is a basic qualifying requirement. In case of JV, each partner of JV shall sign Integrity Pact with the Employer. In case of sub-contracting, the principal contractor shall be responsible for adoption of Integrity Pact by the sub-contractor.

To oversee the compliance of obligation under the Integrity Pact, a panel of Independent External Monitor(s) (IEMs) have been appointed by concerned authority. The Contact address of IEMs are as under:

| Sr. No. | Name of IEMs | Address of IEMs |
|---------|--------------|-----------------|
| | | |

| | | |
|----|---------------------------------|---|
| 1. | Sh. Manoj Pant, IFoS (Retd.) | House no. 70, Usha Colony, Sahastradhara Road, Dehradun-248013, Uttarakhand. Email: mpant2007@gmail.com |
| 2. | Sh. Davendra Verma | 604, Tower-14, Purvanchal Royal City, Chi V, Greater Noida, G.B.B. Nagar (UP) 201310 E-mail: verma.davendra@gmail.com |

The Integrity Pact duly signed on behalf of SAPDC is given at **Schedule-F** of the Bid Document. The Integrity Pact shall be downloaded, printed, and signed by the bidder and the hard copy shall be submitted in **Part-I of Bid**.

18. Corrigendum/Addendum, if any to NIQ shall be uploaded only on <http://sjvn.nic.in/tender.htm> & <http://www.sapdc.com.np/pages/tender>.
19. SAPDC reserves the right to reject any or all the tenders without assigning any reason thereof.
20. For any relevant enquiry/clarification for submission of bid and any other information, the Bidders may contact to: -

| Name | Designation | Contact No. | Address |
|---------------|----------------------|---|--|
| S.K. Bhargava | Chief Engineer (P&C) | Tel no: +977-029-575154 E-mail Address: pnc.sapdc@sjvn.nic.in | Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal. |
| Neeraj Kumar | Manager (P&C) | | |

21. **General Information:**

SAPDC having sites at Phasinda, Pukhuwa , Tumlingtar in Sankhuwasabha which are the frequently visited sites by the VIIPS & Other sites in Bhojpur & Jankapur.

SAPDC have temporary Helipades at Tumlingtar, Pukhuwa & Phaksinda.

For & on the behalf of SAPDC

Sd/-
Chief Engineer (P&C)
SAPDC, Tumlingtar,
Distt. Sankhuwasabha, Nepal
Ph. +977-29-575154,
E-mail Address: pnc.sapdc@sjvn.nic.in

Annexure-A

| <u>BILL OF QUANTITIES(BOQ)</u> | | | | |
|--|---|---|---|----------|
| Name of Work/Assignment: (PPR-209/2025) “Rate Contract for helicopter services on ‘As and when required’ basis for SAPDC, Tumlingtar, Sankhuwasabha Distt. Nepal for a period of one (01) year” | | | | |
| Sr. No. | Description of Helicopter | Unit (Hourly Charges Per Helicopter) | Rate on Hour Basis (USD) (Excluding VAT.) | |
| | | | In Figures | In Words |
| 1. | Twin- Engine Helicopter With Minimum Seating Capacity of 5 Persons | Rate of Hour basis (flying Hour) for in Season | | |
| | | Rate of Hour basis (flying Hour) for in Off Season | | |
| | | Ground Charges Per Hour for in Season | | |
| | | Ground Charges Per Hour for in Off Season | | |
| | | Night Halt Charges for in All Season | | |

| | | | | |
|----|---|---|--|--|
| 2. | Single- Engine Helicopter With Minimum Seating Capacity of 5 Persons | Rate of Hour basis (flying Hour) for in Season | | |
| | | Rate of Hour basis (flying Hour) for in Off Season | | |
| | | Ground Charges Per Hour for in Season | | |
| | | Ground Charges Per Hour for in Off Season | | |
| | | Night Halt Charges for in All Season | | |

Notes:

- Tentative Trip Per year and flying Hour/Ground charge/Night Halt as tabulated at scope of work
- Bidder shall quote their rate for flying hour, Ground charges for both Season & off-season and Night Halt charges for all season.
- VAT shall be paid extra by SAPDC at the prevailing rates.
- Payment shall be made in NPR based on TT selling conversion prescribed by Nepal Rastra Bank on the date of use of services.
- Season here would mean months of March, April, May, September, October, and November.
- Off-Season here would mean months of January, February, June, July, August, and December.
- Night halt charges shall only be paid if night halt done on the request of SAPDC.
- Helicopter with minimum 05 seating capacity is required.
- Ground charges after half hour ground time shall only be chargeable.
- In case the flight is cancelled or not grounded by any reason no payment shall be made.
- The company should quote rates which will be valid for 12 months from the award of the contract.
- Single Engine Helicopter with minimum seating capacity of 5 person will be considered only if service provider for Twin Engine Helicopter with minimum seating capacity of 5 person is not available.

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)**

SCOPE OF WORK (PPR-209/2025)

NAME OF WORK: “Rate Contract for helicopter services on ‘As and when required’ basis for SAPDC, Tumlingtar, Sankhuwasabha Distt. Nepal for a period of one (01) year (PPR-209/2025)”

1.0 SCOPE OF WORK:

- i. Provide helicopter services on a need/requirement basis for VVIP/VIP Visits at sites, emergency or any other specified purpose.
- ii. Services shall be provided as per instructions issued by the employer/SAPDC during the empanelment/Contract period.
- iii. Service provider shall provide Helicopter with Twin engines and minimum 05 person seating capacity as and when required basis. However, in case of non-availability of Service provider with Twin Engine Helicopter, Helicopter with 1 engine and minimum 05 person seating capacity may be empaneled.
- iv. The service may be required during emergency situation or as per requirement of SAPDC during odd hours also. The agency shall be liable to provide the services based of feasibility of flight within 24 hours in case of medical emergency and within 48 hours for other services.
- v. In case of medical emergency the agency may be directed to reach the hospitals(Kathmandu) and pick-up the doctors team/medical equipment and then reach to the evacuate the patients from the sites of SAPDC to hospital (if Helipad is available) or helipad nearest to hospital as directed by the OIC/Designated person of SAPDC.
- vi. Heli service operator shall be liable for Risk and liability during the service and SAPDC shall not be responsible for any loss or liability arises for operation or services of SAPDC
- vii. Night halt charges shall only be paid if night halts done on the request of SAPDC.
- viii. Vehicle to transport the passenger from boarding gate up to the Helicopter and back to arrival hall of Airport shall be arranged by Service provider at his own cost.
- ix. Ground charges after half hour ground time shall only be chargeable. The boarding & Lodging in r/o Piolet/crew at forward location shall be borne by SAPDC.
- x. Airport charges/handling charges at airport shall be reimbursed by SAPDC as per actual , upon production of the said bills. However, for landing of helicopter at any desired airport/location, liaisoning shall be made by agency with GoN/or any other agency.
- xi. Must ensure aircraft availability on short notice also.
- xii. Emergency evacuation
- xiii. Ensure operational readiness (fuel, crew, airworthiness).
- xiv. Maintain communication with control center (if applicable).
- xv. Helicopter with minimum 05 seating capacity is required.
- xvi. Tentative Trips Per Year and Tentative flying Hours/Ground charges/Night Halt as tabulated below:

| Sr. No. | Description | | Tentative Trips Per Year | Tentative flying Hours/Ground charges/ Night Halt |
|---------|-------------------------|------------|--------------------------|---|
| | Rate of Hours Basis | Season | 3 | 8 |
| | | Off season | 5 | 16 |
| | Ground Charges Per Hour | Season | 3 | 12 |
| | | Off season | 5 | 20 |
| | Night Halt Charges | All season | 3 | - |

Special Terms & Conditions/Requirement

1. The SAPDC proposes to hire helicopter/chopper(Twin/single engine) service on rate contract on ‘As and when required’ basis.
2. Considering the high altitude and safety aspects, the Helicopter should be of preferably dual engine and have the capability to land on temporary helipads available in high altitude areas in Nepal.
3. Service provider shall provide Helicopter with Twin engines and minimum 05 person seating capacity as and when required basis. However, in case of non-availability of Service provider with Twin Engine Helicopter, Helicopter with 1 engine and minimum 05 person seating capacity may be empanelled/hired.
4. The service provider must have license to operate such services in the territory of Nepal along with any certification, if required from appropriate authority. The agency must have ownership of Helicopter or have lease agreement with the owner. Agency must have the trained pilots with license/Qualification (CPL/SPO) to operate the helicopter in Nepal as per CAAN regulations.
5. It will be the responsibility of the agency for insurance of aircraft/air crew, passengers and third party damage. Further, the Insurance policy should have provision for Insurance cover for no fault liability in case of CRASH of helicopter.
6. Heli service operator shall be liable for Risk and liability during the service and SAPDC shall not be responsible for any loss or liability arises for operation or services of SAPDC
7. Since the helicopter will fly in high altitude area, it should have the facilities of oxygen for the comfort of passengers.
8. The contract will be initially for one year but extendable for further period on mutual agreed terms & conditions. However, SAPDC, reserve the right of terminating contract in case of any breach to contractual obligations.
9. The operator must follow a Safety Management System (SMS) in line with ICAO/CAAN standards.
10. The Service provider should ensure that Aircraft/Helicopter should be airworthy in all respect and equipped with all essential avionics/equipment as prescribed by the CAAN, Government of Nepal for conducting safe VIP flight Operations.
11. Specification/features of Helicopter (like Speed, minimum high altitude capability, Speed, VFR, IFR, AUW , FDR, CVR, GPS, capability to land on temporary Helipad communication, navigation, Radio license, SMS, AC, Weather Radar, Cockpit etc.) should be as per standard approved by CAAN for 5 seater helicopter.
12. Service provider should ensure CAAN conformance for VVIP operation and should also ensure that pilots are qualified for flying VIPs as per CAAN norms.
13. Service provider shall ensure compliance of all requirements of Nepal Aircraft Rules, CAR, Circulars issued by the CAAN, Government of Nepal and adhere to all relevant guidelines issued from time to time for the safe operations of helicopter.
14. The PIC/ First officer should be in uniform during the day of flight.
15. The Service Provider shall ensure the helicopter is clean and tidy for all VIP operations.

16. **CONFIDENTIALITY:** The parties expressly agree that the contents and provisions of this agreement will be treated as strictly confidential, and that neither party will divulge or leak them to any third party without first getting the other's written consent to this agreement. This applies to information about or concerning aircraft operations, as well as other related information.

17. **TERMINATION:**

The empanelment shall be terminated by giving a notice under the following circumstances:

- i. If the operation of the Service provider must be stopped due to a government order.(immediate termination of empanelment)
- ii. If the Helicopter is involved in a serious accident and is written off completely and service provider do not have any other Helicopter .(immediate termination of empanelment)
- iii. If SAPDC is unsatisfied with the services (With two months notice, the empanelment will be terminated.)
- iv. If the conditions are caused by acts of God, such as natural calamities, riots or other such situations over which there is no control, the empanelment will be immediately terminated.
- v. The service provider may terminate the empanelment by giving SAPDC a three-month written notice. If the company fails to give SAPDC three months notice before terminating the empanelment , SAPDC will seize the security deposit.
- vi. If the service provider closes their business, the service provider must give SAPDC a 1 month written notice before terminating the empanelment. SAPDC will seize the security deposit in case of non-compliance.

Rate Contract for helicopter services on 'As and when required' basis for SAPDC, Tumlingtar, Sankhuwasabha Distt. Nepal for a period of one (01) year (PPR-209/2025)

SERVICE PROVIDER'S PROFILE

| Sr. No. | Details /Particulars of information | Response |
|----------------|--|---|
| 1 | Name of the Firm | |
| 2 | Certificate of Incorporation/Registration | |
| 3 | AOP Certificate | |
| 4 | Nature of the Firm | Company/Partnership firm/Proprietorship |
| 5 | Address of the Service Provider(s) | |
| 6 | Address of Registered Office | |
| 7 | Tel. No. | |
| 8 | Fax. No. | |
| 9 | E-mail | |
| 10 | Address of Branch Office | |
| 11 | Branch office Tel. No. | |
| 12 | Branch office Fax. No. | |
| 13 | E-mail | |
| 14 | Name of contact Person at Branch office | |
| 15 | Year of Establishment (relevant proof to be submitted along the technical bid) | |
| 16 | Details of Experience for Operations of Twin Engine /Single engine Helicopter (Name, Address & Period in years) | |
| 17 | Details of the nature of the services provided in the past | |
| 18 | List of the VVIP's to whom services have been provided | |
| 19 | Is your Company holding NSOP from the Regulatory Authority (please attach copy of the same) Date of Initial issue: | |
| 20 | Permanent Account Number | |
| 21 | VAT Registration Nos | |

Rate Contract for helicopter services on 'As and when required' basis for SAPDC, Tumlingtar, Sankhuwasabha Distt. Nepal for a period of one (01) year (PPR-209/2025)

Format for Technical specification of the Helicopter to be offered for hiring

| Sr. No. | Details /Particulars of information | Response |
|----------------|--|-----------------|
| 1 | Proof of possession of offered Helicopters i.e. Registration Certificate /Lease Agreement to be provided | |
| 2 | Annual Safety / Surveillance Audit Report for last three years issued by CAAN/Concern authority of GoN.(Copies to be enclosed) | |
| 3 | Types of Helicopters offered: a. Call Sign/Registration Number of the helicopter: b. Year of Manufacture: c. Manufacturer's Name: (Proof to be enclosed) | |
| 4 | Capacity of helicopters offered: i. Passenger seats available | |
| 5 | Date of issue of Certificate of Air worthiness for offered helicopter: (Proof to be attached) | |
| 6 | Date of expiry of Certificate of Airworthiness: | |
| 7 | Confirmation regarding provision of the Insurance Cover for helicopter passengers and third party. (undertaking) (Copy of the Policy/Certificate to be attached) | |
| 8 | Confirmation that the bidder shall abide By the requirements laid down by CAAN: (undertaking) | |

TENDER FOR “Rate Contract for helicopter services on ‘As and when required’ basis for SAPDC, Tumlingtar, Sankhuwasabha Distt. Nepal for a period of one (01) year (PPR-209/2025)”

To,

**Chief Engineer,
SAPDC, Tumlingtar**

Subject: Submission of Helicopter Specifications as per Tender Requirements

Dear Sir/Madam,

We, **[Name of the Service Provider]**, hereby submit the details of the helicopter proposed for the tender “Rate Contract for helicopter services on ‘As and when required’ basis for SAPDC, Tumlingtar, Sankhuwasabha Distt. Nepal for a period of one (01) year (PPR-209/2025)” as per the technical specifications outlined in the tender document. The following information confirms compliance with the specified requirements.

Helicopter Specifications:

| Sr. No. | Specification | Details Provided by Service Provider | Supporting Documents Attached (Yes/No) |
|----------------|--|--|---|
| 1 | Twin-engine or Single-engine rotary-wing aircraft with VIP/VVIP seating configuration Confirm that the helicopter is a twin-engine/ Single-engine rotary-wing aircraft with a VIP/VVIP seating configuration suitable for the intended operations. | [Provide details, e.g., aircraft model, seating layout, and VIP amenities] | [Yes/No] |
| 2 | Approved for operations, VFR & IFR as per CAAN/Concern Authority of GoN norms Confirm the aircraft is certified, Visual Flight Rules (VFR), and Instrument Flight Rules (IFR) operations as per CAAN/Concern Authority of GoN regulations. | [Provide certification details or reference to CAAN/Concern Authority of GoN approval] | [Yes/No] |
| 4 | Aircraft must be in airworthy condition Confirm the aircraft holds all necessary certifications, and is in airworthy condition as per CAAN standards. | [Provide details of certifications, and airworthiness] | [Yes/No] |

Declaration

We hereby declare that the information provided above is true and accurate to the best of our knowledge. We understand that any misrepresentation may lead to disqualification of our bid. All necessary supporting documents are attached as indicated

Date: [Insert Date]

Authorized Signatory:

Name: [Insert Name]

Designation:[Insert Designation]

Company Stamp:

“Rate Contract for helicopter services on ‘As and when required’ basis for SAPDC, Tumlingtar, Sankhuwasabha Distt. Nepal for a period of one (01) year (PPR-209/2025)”

Undertaking for Minimum Technical and Operational Compliance (PPR-209/2025)

To be filled by the bidder as mentioned below;

| Sr. No. | Description | Minimum Specifications | Compiled/ Not Complied (attach brochures/ or any other documentary evidence) |
|----------------|----------------------------------|--|---|
| 1. | Safety Standard | Operational Safety: Compliance with safety management systems (SMS) and standard operating procedures (SOPs) that meet or exceed industry standards. | |
| | | Pilot Qualifications: Pilots must have the necessary certifications, training, and experience specific to the type of helicopter being operated. Attach a copy of commercial Pilot Licence (CPL) certificate of pilot, only pilots with CPL certification | |
| | | Emergency Equipment: The helicopter must be equipped with necessary emergency equipment such as life vests, first aid kits, and fire extinguishers. | |
| 2. | Insurance and Liability | Insurance Coverage: Should have adequate insurance coverage for the helicopter, passengers and third parties. Attach insurance cover and certificate. | |
| 3. | Technical Specification /feature | Speed, minimum high altitude capability, Speed, VFR, IFR, AUW , FDR, CVR, GPS capability to land on temporary Helipad etc. should be as per standard approved by CAAN for 5 seater Helicopter(if applicable) | |
| 4. | Other features | communication, navigation, Radio license, SMS, AC, etc.) of Helicopter & norms for VIP Visits should be as per standard approved by CAAN for 5 seater Helicopter(if applicable) | |

“Rate Contract for helicopter services on ‘As and when required’ basis for SAPDC, Tumlingtar, Sankhuwasabha Distt. Nepal for a period of one (01) year (PPR-209/2025)”

Declaration of Compliance

We, M/s _____, having office at _____, hereby declare that:

1. We hold a valid AOC issued by Civil Aviation Authority of Nepal (CAAN).
2. We comply with all applicable civil aviation regulations.
3. Our helicopters are properly insured and airworthy.
4. We have not been blacklisted or debarred by any government or public sector agency.
5. We agree to abide by all terms and conditions of the tender.

Date: _____

Authorized Signatory: _____

Name: _____

Designation: _____

Seal & Stamp: _____

“Rate Contract for helicopter services on ‘As and when required’ basis for SAPDC, Tumlingtar, Sankhuwasabha Distt. Nepal for a period of one (01) year (PPR-209/2025)”

Helicopter Fleet Details

| S.N. | Helicopter/ Choppers Registration No. | Make/ Model | Engine Type (Single/ Twin) | Seating Capacity excluding Pilot/Crew member | Year of Manufacture | Ownership (Owned/Leased) | Valid A/W Certificate |
|------|--|----------------|-------------------------------------|--|------------------------|-----------------------------|--------------------------|
| 1 | | | | | | | |
| 2 | | | | | | | |
| 3 | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Attach copies of:

- Airworthiness Certificates
- Aircraft Lease/Ownership Documents
- Insurance Certificates
- Helicopter photos
- Any other details

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 **“Rate Contract for helicopter services on ‘As and when required’ basis for SAPDC, Tumlingtar, Sankhuwasabha Distt. Nepal for a period of one (01) year (PPR-209/2025)”** 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)

Email Address:

Contact No:

DECLARATION REGARDING FRAUD AND CORRUPTION

“Rate Contract for helicopter services on ‘As and when required’ basis for SAPDC, Tumlingtar, Sankhuwasabha Distt. Nepal for a period of one (01) year (PPR-209/2025)”

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

Yours faithfully,

Signature

[Name and Title of Signatory]

[Name of Bidder/Firm]

UNDERTAKING REGARDING BLACKLISTING

“Rate Contract for helicopter services on ‘As and when required’ basis for SAPDC, Tumlingtar, Sankhuwasabha Distt. Nepal for a period of one (01) year (PPR-209/2025)”

To: [Name and address of Employer]

Dear Sir,

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Bidder/Firm _____

Address: _____

Seal of the Bidder/Firm_____

BANK ACCOUNT DETAILS (PPR-209/2025)

| 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)**

UNDERTAKING REGARDING DECLARATION OF ELIGIBILITY

To: [Name and address of Employer]

Dear Sir,

It is hereby certified that, we {Insert Name of Bidder/Firm) as an individual or as a partner in JV are not banned/ de-listed/ black-listed/ debarred from business by any PSU/Govt. Deptt./SAPDC during the last 03 (three) years on grounds of corrupt/fraudulent practices and/or on any ground. We will immediately inform to Employer (SAPDC) in case of any change in the status any time here in after.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Bidder/Firm

Address:

Seal of the Bidder/Firm_____

FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(Refer clause 9 of NIQ)

WHEREAS _____ (Name of Bidder) (hereinafter called “the Bidder”) has submitted his bid dated _____ (date) for **“Rate Contract for helicopter services on ‘As and when required’ basis for SAPDC, Tumlingtar, Sankhuwasabha Distt. Nepal for a period of one (01) year (PPR-209/2025)”**.

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

THE CONDITIONS of this obligation are:

1. 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

2. If the Bidder having been notified of the acceptance of his Bid by the SJVN Arun-3 Power Development Company Private Limited, during the period of bid validity.

- a. Does not accept the correction of the Bid Price.

or

- b. Adopts corrupt or fraudulent practices

or

- c. In the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Performance Security Deposit.

or

- d. Non-compliance of Supply Order/Letter of Acceptance (LOA)

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

This Guarantee will remain in force up to and including the date **135 days** after the deadline for submission of Bids as stated in the invitation to bid or as it may be extended by the SJVN Arun-3 Power Development Company Private Limited notice of which extensions(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____

SIGNATURE OF THE BANK _____

WITNESS _____

SEAL _____

(Signature, name and address)

**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT
(Refer clause 12 of NIQ)**

Date:

To,

Name & Address of the Employer

We have been informed that (the "company"),
having its registered office at
..... has entered into a
Agreement on (Insert LOA No. & Date) with you for the work of
**"Rate Contract for helicopter services on 'As and when required' basis for SAPDC,
Tumlingtar, Sankhuwasabha Distt. Nepal for a period of one (01) year (PPR-
209/2025)".**

In accordance with the terms of the AGREEMENT/Letter of acceptance (LOA), 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/Letter of acceptance(LOA), 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 completion period of contract (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:

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:]