

SJVN LOWER ARUN POWER DEVELOPMENT COMPANY PVT. LTD.

(A Subsidiary of SJVN Ltd. Registered in Nepal)



LOWER ARUN HYDRO ELECTRIC PROJECT, NEPAL

TENDER DOCUMENT

[DOMESTIC COMPETITIVE BIDDING]

E-TENDER No.: PCD-13/2026

**CONSTRUCTION OF DELINEATOR POSTS/BOUNDARY PILLARS
FOR DEMARCATION OF PRIVATE LAND BOUNDARIES AT
PUKHUWA TO MUMLING SLPDC.**

Tumlingtar

October, 2026

INFORMATION FOR BIDDERS

1.0 SUBMISSION AND FILLING OF BIDS:

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

1.2 DIGITAL SIGNATURES:

To participate in an e-Tender, bidder need to have the Digital Signatures (Class III with signing & encryption both) which are mandatory for security purpose. The digital signatures can be obtained from any of the authorized agencies in Nepal. Valid Digital Certificate must be installed in a computer system from where you want to login on website. Bidders shall be required to arrange all resources, including Digital Signature and Internet Connections at their own cost, for participating in online tenders/ bids at SJVN's E-tender portal. Perform the below steps to confirm whether valid digital certificate is available on your computer system or not. Perform the below steps to confirm whether valid digital certificate is available on your computer system or not.

Note:

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

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

Steps:

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

The bidder should view your digital certificate under “Personal” heading Requirement of Digital Signature Certificate

- Please enable ActiveX Controls & Plug-ins. (Tools->Internet Options-> Security->Custom Level)

Active-X controls need to be enabled in your Internet browser. In order to ensure this, please do the following:

- a. In Menu Bar ---Click on Tools - Internet Options – Security – Click on Trusted Sites Icon – Click on Sites button. Add 2 Website in Trusted Sites <https://etender.sjvn.co.in> & <https://sjvn.nic.in>

After that, click on

Tools menu of Internet explorer - Internet Options – Security – Click on Internet Icon.

After Click on Custom Level button –

From below ActiveX controls and plug-ins ---- Select below 5 Items to be enabled.

- 1) Download signed ActiveX controls –select Prompt or Enable.
- 2) Download unsigned ActiveX controls – select Prompt or Enable.
- 3) Initialize and script ActiveX controls not marked as safe for scripting – select Prompt or Enable.
- 4) Run ActiveX controls and plug-ins-select Enable.
- 5) Script ActiveX controls marked safe for scripting – select Enable.

After completed this above selection---Below option has available---**Reset custom settings---Reset To: Select low or medium ---Click on OK.**

Also, please check your system Date & Time it should be set as current date & time.

- Please disable or uninstall Third Party Toolbar / Add-ons from Browser.

1.3 VENDOR REGISTRATION PROCESS:

After obtaining digital signature as indicated above, is to register with SJVN e- tendering portal <https://etender.sjvn.co.in> to participate in the tendering process. Perform below mentioned steps to register yourself:

- Click on a “New Bidder Registration” link available on home page.
- You need to furnish individual details as well as of company details in registration form.
- After filling all mandatory fields, you need to click on “submit” button to complete registration process.
- On successful completion of registration, you will be prompted a message saying that “You have successfully registered on SJVN Limited’s e-tender Portal”

Already valid registered vendors in SJVN systems with Vendor Id need not follow registration process and may contact support email.

1.4 Downloading Bid Documents:

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

1.5 Bid Submission:

- i. Bidder needs to login on SJVN tendering portal i.e. <https://etender.sjvn.co.in>.
- ii. Search tender by filling necessary searching criteria after Login.
- iii. Please refer to attached document of “Bidder User manual”.

All the bidders are requested to get themselves registered well in advance and no extra time will be considered for submission of bids for the delay in on-line Vendor Registration, if any.

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

- i. <https://etender.sjvn.co.in>.
- ii. www.sjvn.nic.in.
- iii. www.slpdc.com.np

2.0 For any enquiry/clarification for registration, e-tendering system linked with technical issue/support, the Bidder may contact the persons as per link below:

Name	Phone No.
Mainak Ghosh	9702508617 / +919038875076 (WhatsApp Only)



Ref. No.: SLPDC/P&C/LAHEP/ PCD-13/2026-44

Date: 21.10.2026

Notice Inviting E-Tender (NIT) & Instructions to Bidders (ITB)

- 1.0 SJVN Lower Arun Power Development Company (P) Ltd. (SLPDC), Tumlingtar, Nepal (*the Employer*) invites online bids (e-tenders) on percentage rate open tender basis from the **eligible Bidders of Nepal** for the following work through e-portal: <https://etender.sjvn.co.in/SRMLLogin/SRMLLogin.jsp> for “Construction of Delineator Posts/Boundary Pillars for Demarcation of Private Land Boundaries at Pukhuwa to Mumling SLPDC” as per the details provided here-in-below:

1.	Name of Work	Construction of Delineator Posts/Boundary Pillars for Demarcation of Private Land Boundaries at Pukhuwa to Mumling SLPDC.
1.1	Tender No.	PCD-13/2026
1.2	NIT reference	PCD-13/2026
1.3	Time Allowed for Completion of whole of the works	Time for the completion of the work shall be 03 (Three) months from the date of commencement of the work. The Contractor shall commence the work from the date of issuance of Letter of Acceptance (LoA).
1.4	Estimated Cost	NPR 17,72,576/- (Including VAT)
1.5	Cost of Bidding Document (Non-refundable).	NPR 3,000/- in the form of Bank Draft/Manager's cheque in favour of SJVN LOWER ARUN POWER DEVELOPMENT CO. PVT LTD payable at Khandbari, Nepal. Alternatively, payment against Cost of Tender Document may be made directly in the bank account of SLPDC as mentioned below: Bank Account Details: Name of Bank: Everest Bank Limited, Nepal Name of Beneficiary: “SJVN LOWER ARUN POWER DEVELOPMENT CO. PVT LTD” Account No.: 00100105202617 <i>Bidder shall be responsible to ensure the receipt of net payable amount NPR 1,000/- (i.e. excluding bank transfer charges etc.) in the above-mentioned account, before last date & time of submission of bid.</i>
1.6	Deleted without change in Sr. No.	Deleted without change in Sr. No.

1.7	Earnest Money Deposit/Bid Security	NPR 36, 000/-* only (to be submitted as per clause no. 14, Section-II, ITB). *Bidder shall be responsible to ensure the receipt of net payable amount NPR 36,000/- (i.e. excluding bank transfer charges etc.) in the above-mentioned account, before last date & time of submission of bid.
1.8	<i>Deleted without change in Sr. No.</i>	<i>Deleted without change in Sr. No.</i>
1.9	Last date and time for availability/ downloading of Bid document on website https://etender.sjvn.co.in	On or before 16.11.2026 (1530 Hrs.)
1.10	Last date for receiving request for clarifications from Bidders.	Three (03) days before Pre-bid meeting
1.11	Venue, time and date of the Pre-bid meeting	Shall be intimated later on websites only. https://sjvn.nic.in & https://slpdc.com.np through Video Conference (VC) Pre- Bid will be conducted only if any clarification is sought by bidders.
1.12	Deadline for submission of online bids	16.11.2026 (1530 Hrs.)
1.13	Deadline for submission of Offline Bids Documents in physical form/Offline Submission	23.11.2026 (1730 Hrs.)
1.14	Date & time for Bid opening	Part-I (Techno-commercial Bid): Online bid opening: 16.11.2026 (1600 Hrs.) Part-II (Price Bid): Online bid Opening shall be notified later on, separately on following websites: https://etender.sjvn.co.in www.sjvn.nic.in www.slpdc.com.np (Only i.r.o. the bidders meeting the specified qualifying criteria and also whose Techno-commercial Bids are found responsive).
1.15	Time and date of opening Financial Bid(s).	To be intimated separately on websites only.
1.16	Bid validity period	180 days from the last date of submission of bids.
1.17	Place of submission/opening bid/Bids	Chief Engineer (P&C), SLPDC, Lower Arun HEP, Satluj Bhawan, Arun Sadan, Tumlingtar, Distt. Sankhuwasabha, Nepal Ph. +977-29-575154 E-mail Address: pnc.lahep@sjvn.nic.in
1.18	Authority/Officer inviting Tender	

2.0 Eligibility

2.1 Minimum Qualifying Criteria

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

I. Financial Criteria

Average Annual turnover during the last three financial years, ending 15th July, 2025 should be at least i.e. **NPR 5,31,773/-**.

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.

II. Technical Experience

Experience of Execution of Similar Work(s) during last seven (07) years (the end date of completion of work should fall within the preceding 7 years) ending last day of month previous to the one in which bids are invited as Contractor/ subcontractor/ JV Member, at least amount either of following-

One similar completed work costing not less than **NPR 14,18,061/- (Including VAT)**.

Or

Two similar completed works costing not less than **NPR 8,86,288/- (Including VAT)**.

Or

Three similar completed works costing not less than **NPR 7,09,030/- (Including VAT)**.

Similar work means “**any type of civil work such as construction of Building, road Works etc.**”

In case work has been executed as JV, value of the work executed shall be considered in proportionate to percentage participation in JV.

Further, bidder who has completed similar work which is part of awarded work is also eligible to bid subject to meeting other criterion mentioned here-in-above.

In support of above experience condition, the bidder shall submit copies of award letter/contract agreement along with successful completion certificate from the agency/firm for which work was executed. The bid shall be treated as non-responsive in case bidder fails to provide supporting document in respect of turnover and experience as detailed above.

2.2 The above stated requirements are minimum and the Employer reserves the right to request for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of the Employer, the qualification data is incomplete or the Bidder if found not qualified to satisfactorily perform the Works.

2.3 Notwithstanding anything stated above, the Employer reserves the right to assess Bidder's capability and capacity to perform the works, should the circumstances warrant such an assessment in the overall interest of the Employer.

2.4 **Joint Venture/ Consortium are not eligible for Bidding.**

3.0 Time for completion

The time for completion of work shall be as per para 1.3 NIT & ITB.

4.0 Interested Bidders may download the bidding document containing Instructions to Bidders, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Bill

of Quantities etc. can be downloaded from websites <https://etender.sjvn.co.in>, <https://sjvn.nic.in> and <https://www.slpdc.com.np>. The bidders may submit their bid on e-tender portal as per Sr. No. 1.12 & Sr. No.1.13 herein-above prior to the last date for submission of bids. Bids of those Bidders who have submitted the requisite tender document fee and EMD as mentioned under para 1.5 & 1.7 herein-above acceptable to Employer only shall be considered for bid evaluation.

5.0 Cost of Bidding

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

6.0 Site Visit

- 6.1 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself, on his own responsibility, all information that may be necessary for preparing the bid. The bidder shall assess and satisfy himself as to the adequacy of the local conditions such as approach roads to the site, adequacy of existing culverts/ bridges/ roads for the expected traffic, water and power supply, nature of ground and sub-soil conditions, water table level, accommodation required during the Contract, river, geological and climate conditions, local terrain, availability of labour, construction materials, details of taxes, royalties duties and levies as applicable in Nepal and any other information required. The costs of visiting the Site shall be at the Bidder's own expense.
- 6.2 The bidder and any of his personnel or agents will be granted permission by the SLPDC to enter upon its premises and lands for the purpose of such inspection but only upon the express condition that the bidder, his personnel or agents shall release and indemnify the SLPDC and its personnel and agents from and against all liability in respect thereof and shall be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expenses however caused, which, but for the exercise of such permission would not have arisen.
- 7.0 The bidder is expected to examine carefully all instructions, terms and conditions, Performa, specifications and drawings in the Bidding Documents. Failure to comply with the requirements of bid documents shall be at the bidder's own risk. However, after study of the documents if the bidder notices any error in typing, spellings and/or any omission the same can be brought to the notice of Employer at least 15 days prior to the deadline for submission of bids. It shall be the sole discretion of the Employer to consider such errors/omissions for which necessary corrigendum will be issued.

8.0 Clarification of Bidding Documents

A prospective bidder requiring any clarification regarding the bidding documents may contact to the following address:

Name	Designation	Contact	Address
Sudeep Kumar Bhargava	Chief Engineer (P&C)	Tel no: +977-029-575154	P&C Department, Satluj Bhawan, Arun Sadan, SLPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal.
Ankush Sharma	Sr. Manager (P&C)	E-mail Address: pnc.lahep@sjvn.nic.in	

Bidders may also seek clarification on the terms and conditions mentioned in the Tender document by the last date of bid submission through email pnc.lahep@sjvn.nic.in. The Employer will respond to clarification requests received 3 days prior to pre-bid meeting by clarifying the same in the Pre-bid meeting, if required. A separate notice regarding calling of Pre bid meeting

will be issued on website, if required. Further, if it is determined that clarifications sought are necessary required for this Tender document, the clarifications/corrigendum shall be issued accordingly. Any clarification requiring an amendment to the bid document shall be issued as Corrigendum/Addendum, which shall be uploaded on websites www.slpdc.com.np , www.sjvn.nic.in & on portal <https://etender.sjvn.co.in> where all prospective Bidders may see the extended deadline. It is advised that bidders shall visit the above website regularly.

SLPDC shall not be obliged to respond to any request for clarifications received later than the above period. Further, mere request for the clarification from the bidders shall not be ground for seeking extension in the deadline for submission of bids.

9.0 Amendment of Bidding Documents

- 9.1 At any time prior to the deadline for submission of bids, the SLPDC may amend the Bidding Documents by the issuance of an addendum/corrigendum.
- 9.2 The corrigendum's and amendments if any shall be uploaded only on <https://etender.sjvn.co.in>, <https://sjvn.nic.in> and <https://www.slpdc.com.np>, all the bidders are requested to frequently visit the web sites till the schedule date of submission of bid.
- 9.3 The addendum thus issued shall be part of the bidding documents and shall be uploaded on the websites as per Para 9.2 hereof.
- 9.4 In order to afford prospective bidders reasonable time in which to take an addendum into account for preparing their bids, the SLPDC may, at its discretion extend, as necessary, the deadline for submission of bids in accordance with Para-18 hereof.

10.0 Language of bid

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

11.0 Bid Prices

- 11.1 Contract shall be for the whole Works, as described in Clause 1.1 of ITB, based on the priced Bill of Quantities submitted by the Bidder on e-tender portal.
- 11.2 The tenders are invited on percentage rate method. Percentage rate method requires that the item descriptions, units, quantities, rate and amount of all items of BOQ are pre-filled by Employer and the bidder shall quote only one percentage figure (upto two decimal places) below/at par/ above the total estimated cost of tendered work and such percentage figure shall apply for all items of BOQ uniformly. For example, if a bidder has quoted 5%, the same shall be considered as 5.00%. At par bid will be considered for an amount equivalent to estimated amount (BOQ rates) provided by the Employer and breakup will be as provided in this tender document only.
- 11.3 *Deleted without change in S.N.*
- 11.4 *Deleted without change in S.N.*
- 11.5 *Deleted without change in S.N.*
- 11.6 As regards the Income Tax, Surcharge on income tax, VAT & any other Taxes as applicable in Nepal, SLPDC shall not bear any Tax liability whatsoever. The Bidder shall be liable and responsible for payment of such Taxes if applicable under the provision of law at present or in future in Nepal. SLPDC will deduct TDS (Tax deductions at Source) as applicable. The details/information towards the deductions shall be issued by SLPDC.

11.7 All duties, taxes, royalties and other levies payable under the Contract, or for any other cause, as applicable 07 days prior to deadline for submission of Bid, shall be deemed to be included in the rates, provided in the BOQ.

12.0 Currencies of Bid and Payment

The unit rates and prices shall be quoted by the bidder entirely in Nepalese Rupees (NPR) and the payment shall also be made in Nepalese Rupees (NPR).

13.0 Bid Validity Period

13.1 Bids shall remain valid for acceptance for a period of 180 days (one hundred eighty days) from the date of opening of Techno-Commercial Bids.

13.2 The SLPDC may request the bidders to extend the period of validity for a specified additional period. The request and the bidder's response shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be permitted to modify his bid, but will be required to extend the validity of his bid security for the period of the extension and in compliance with Para-14.0 hereof in all respects.

14.0 Bid Security/Earnest Money Deposit (EMD)

- (i) Earnest Money shall be submitted in the shape of Bank Draft (in original)/Manager Cheque (in original) in the name of **SJVN LOWER ARUN POWER DEVELOPMENT CO. PVT LTD** payable at Khandbari, Nepal.

Or

FDR ((in original) (duly pledged in favor of **SJVN LOWER ARUN POWER DEVELOPMENT CO. PVT LTD (SLPDC))**)).

Or

Bank Guarantee (in original) in favor of **SJVN Lower Arun Power Development Company Pvt. Ltd (SLPDC)** acceptable to SLPDC for an amount as mentioned at para 1.7 herein-above. The said Bank Guarantee should be as per the format provided in Section-V of tender document and shall be valid for 225 days from the last date of submission of bid.

Or

Alternatively, Payment against EMD may also be made directly in the account of SLPDC as below. However, proof of same (**swift statement/ transfer statement/ account statement**) shall be submitted by the Firm/agency with the Proposal on e-tender portal as per clause 17.1 of ITB:

Account Details:

Name of Bank: Everest Bank Limited, Nepal

Name: **SJVN LOWER ARUN POWER DEVELOPMENT CO. PVT LTD**

Acc. No.: 00100105202617

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

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

- (ii) 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) shall be released within 30 days without any interest after the issuance of Letter of Acceptance of successful Firm(s)/Agency(ies).

- (iii) The Earnest Money of the successful Bidder will be discharged within 28 days after the Bidder has signed the Agreement and furnished the required Performance Security Deposit.
- (iv) The Earnest Money may be forfeited:
 - a) if the Bidder withdraws the Bid after bid opening (technical bid) during the period of Bid validity;
 - Or
 - b) if the Bidder adopts corrupt or fraudulent practices
 - Or
 - c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - i. sign the Agreement; or
 - ii. furnish the required Performance Security Deposit.
- (v) The Bank Guarantee against Earnest Money shall remain valid for 45 days beyond the period of validity of bid i.e. total 225 days from the last date of submission of bids.
- (vi) No interest shall be paid by SLPDC on Earnest Money Deposit.

15.0 Variation in Bidding Conditions

Bidder shall submit offers which comply fully with the requirements of the Bidding Documents. Bids which take deviations from the conditions of the contract will not be considered.

16.0 Signing of bid

16.1 The Bidder shall submit/ upload the bid comprising of the documents as described in Clause 17 of ITB.

16.2 Deleted without change in S.N.

16.3 The Bid should be signed/uploaded by legally authorized signatory only under his own DSC.

- a. If the tender is submitted **by an individual**, it shall be signed by the proprietor above his full name and name of the firm with its current business address.
- b. If the tender is submitted **by a proprietary firm**, it shall be signed by the proprietor above his full name and full name of the firm with its current business address.
- c. If the tender is submitted **by a firm in partnership**, it shall be signed by a partner holding the power of attorney for the firm for signing the tender, in which case a certified copy of the power of attorney shall accompany the tender. A certified copy of the partnership deed duly registered and current business address of all the partners of the firm shall also accompany the tender.
- d. If the tender is submitted **by a limited company or a limited corporation**, it shall be signed by a duly authorized person holding the power of attorney or any other legally valid document for signing the tender, in which case a certified copy of the power of attorney or any such legally valid document shall accompany the tender.
- e. All witnesses shall be persons of status and their full names, occupations and addresses shall be stated below their signatures.

17.0 Documents comprising the bid and manner of Submission thereof:

17.1 Submission of Documents in Physical Form:

The bidder shall submit the Technical and financial bid through e-mode. However, the Bidder shall also upload the scanned copies of the following documents along with technical bid through

e-mode. The original of the same shall have to be submitted by the deadline of submission of physical documents indicated in the NIT in a sealed envelope through post / courier or by hand on the address of Chief Engineer (P&C), SLPDC, Arun-3 HEP, Satluj Bhawan, Arun Sadan, Tumlingtar, Distt. Sankhuwasabha, failing which the financial bid will not be opened:

- i. **Original Bank Draft / FDR / BG / Manager Cheque in case EMD has not been paid directly in the account of SLPDC.**
- ii. **Power of Attorney:** Power of Attorney in original of the signatory of the Bid to commit the Bidder in accordance with Sub-clause-16.3 of ITB.
- iii. ***Deleted without change in Sr. no.***

NOTE: The original documents in physical form submitted after the period as specified in NIT shall not be entertained and such bids shall be treated as late bids. If the original documents in physical forms are found to be at variance than the scanned copies submitted earlier along with e-bids, the bids will be treated as non-responsive.

17.2 Submissions of Documents through E-Mode

The following documents duly digitally signed by the person authorized to sign the Bid shall be uploaded on SJVN's E-tender portal, <https://etender.sjvn.co.in>.

The bid shall consist of two parts as under:

Part –I: Techno-commercial bid (excluding price bid).

- i. Bid Security/EMD in the form and amount as per bid conditions (as per Sr. No 14.0)
- ii. Cost of Tender Document (as per Sr. No. 1.5).
- iii. Duly filled in stamped and signed by authorized signatory:
 - a) Tender Form,
 - b) Form of Declaration,
 - c) Undertaking regarding Blacklisting
 - d) Bank Account Details
- iv. Qualification requirements details - Average Annual Turnover
- v. Qualification requirements Form - Work experience.
- vi. Photo copy of VAT/PAN Number/Registration certificate (in case of firm/company bidder shall submit the certificate of incorporation along with Article of Association (AOA) & Memorandum of Association (MOA)
- vii. Power of Attorney in favour of authorized signatory
- viii. Schedule-B
- ix. Related Party Declaration (Third Party / Counter Party)
- x. Related Party Declaration-Employee

Part – II: Price Bid

Comprising of Price Bid, duly filled Bill of Quantities (BOQ). The price bid is to be filled in ONLINE Dynamic Schedule only.

- 17.3 The percentage figure (upto two decimal places) below/at par/ above the total estimated cost of tendered work is to be filled in online Dynamic schedule. **The price quoted by the bidder only in the dynamic schedule shall be considered for price bid evaluation.**
- 17.4 In the “Techno-Commercial” part of the bid the bidder shall not give any indication about the bid price in any manner whatsoever. Non-compliance of this provision may result in the rejection of bid.

17.5 Deleted without change in S.N.

17.6 The bidder shall not take any deviation from the bid conditions.

17.7 Deleted without change in S.N.

17.8 **The documents to be submitted in Physical form/Offline Submission shall be kept in a cover and sealed. The outer most cover would bear the following identifications:**

On upper left hand corner.

- i. Bid for (Name of Work)
- ii. Do not open before {insert last date of submission}
- iii. To be opened by tender committee only.

In the center of the cover.

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

On the bottom left hand corner:

Name and address of the bidder.

17.9 The documents to be submitted in Physical form/ Offline Submission as above shall be submitted either in person or through courier or by post to following address:-

**Chief Engineer (P&C),
Lower Arun HEP, SLPDC, Satluj Bhawan, Arun Sadan,
Tumlingtar, Distt. Sankhuwasabha, Nepal
Ph. +977-29-575154**

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

17.10 The Bidder shall download the following documents and upload the scanned copies of same after duly filled in & signed.

The following documents (*max. size of each attachment is 5MB*) may be scanned & uploaded on the portal as per table given below:

S. N.	Description of Documents	Name of File to be uploaded on the portal
1.	Scanned copy of Bid Security Document /EMD	EMD Pdf
2.	Cost of Tender Document	TDC Pdf
3.	Copy of PAN/VAT / registration, Certificate of Incorporation along with Memorandum of Association (MoA) and Article of Association (AoA) of company.	Company Profile Pdf
4.	Documentary proof for meeting out criteria laid down at Sr. No. 2.1 (MQR) of NIT & ITB above.	MQR. Proof Pdf
5.	Tender Form	T. Form Pdf
6.	Form of Declaration	FOD Pdf
7.	Declaration Regarding Fraud and Corruption	DRFC Pdf
8.	Undertaking Regarding Blacklisting	URB Pdf
9.	Qualification requirements details - Average Annual Turnover	Turnover Pdf

10.	Qualification Requirement Form- Work Experience	Work_ Exp Pdf
11.	Bank Account Details	B.A Pdf
12.	Power of Attorney in favour of Authorized person signing the bid	POA. Pdf
13.	Schedule-B (Construction Method and Schedule)	S.B Pdf
14.	Related Party Declaration (Third Party / Counter Party)	RPDT Pdf
15.	Related Party Declaration-Employee	RPDE Pdf

- a) The various documents are to be uploaded with the help of 'MAP' link provided at the relevant section of the portal.
- b) Bidder may put three (03) characters suffix for each file preceded by an 'under score' for their identification. (Example- poa_xyz.pdf).
- c) In case more file is to be uploaded under the same head Numeric suffix may be put by the bidder. (Example - poa1_xyz.pdf, poa2_xyz.pdf, poa3_xyz.pdf.....).
- d) For uploading any additional documents bidder may decide the name of file with prefix as 'other' succeeded by 'underscore' and suffix as name of document in short. (Example – other ISO certificate1_xyz.pdf, otherwise certificate2_xyz.pdf).
- e) For other types of files supported on the portal, please refer the related provisions on the portal.

18.0 Dead line for Submission of Bids

- 18.1 Complete Bids (Documents in Physical form and Technical & Financial Bid through e-mode) must be submitted/ uploaded by the bidder not later than the date and time indicated in the NIT & ITB.
- 18.2 The Employer may, in the exceptional circumstances and at its discretion, extend the deadline for submission of bids by issuing an amendment/addendum in accordance with Clause 9 of NIT & ITB, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

19.0 Late/Delayed Bids

Online submission of the bid will not be permitted on the portal after expiry of submission time and the bidder shall not be permitted to submit the same by any other mode. Similarly hard copies of the Physical/Offline documents, if received by the Employer after the deadline for submission of Bids prescribed in NIT, then it will be considered as '*Late Bid*' notwithstanding the fact that the bidder has uploaded the bid online within the stipulated deadline. In such a case, the uploaded online bid on the portal shall be considered as non-responsive and shall not be processed further.

20.0 Modification and Withdrawal of Bids

- 20.1 The Bidder may modify, substitute, or withdraw his bid after its submission but in any case, before the official deadline for submission as per the provisions at the portal.
- 20.2 Any alteration/ modification in the Bid or additional information supplied subsequently to the Bid Due Date and time, shall be disregarded.
- 20.3 Withdrawal of a Price Bid during the interval between the deadline for submission of Bids and expiration of the period of Bid validity specified in **Clause 13** shall result in the forfeiture of the Bid Security pursuant to **Sub-Clause 14 (iv)** hereby.
- 20.4 No bid may be modified subsequent to the deadline for submission of bids.

21.0 Bid Opening

- 21.1 The Employer will open the bids in the presence of the bidder's designated representatives who choose to attend at the time, date and place specified in the NIT. The Bidder representatives who are present shall sign a register evidencing their attendance.
- 21.2 Bidders may also view tender opening online on the portal at their end. The date of opening of Price Bids shall be intimated separately to all the techno-commercially responsive bidders. Price Bids shall be opened on due time, date and place as specified in notification letter issued by the Employer. Price Bids of the Bidders whose Bids not found Techno-commercially responsive shall not be considered for opening and shall not be considered at all any further.
- 21.3 At the time of opening, all important information and any such other details as the Employer may consider appropriate, will be announced by the Employer. This shall include but may not be limited to the Bidders' names and the presence (or absence) of bid security. The bids whose bid security/ cost of tender document is either deficient in value and/ or form, will be rejected out rightly & will not be evaluated further.
- 21.4 After the process of technical evaluation is over, the employer shall notify the technically responsive bidders regarding date & time of opening of financial bid on websites.
- 21.5 At the time of the opening of the 'Financial Bid', the names of the bidders whose bids were found responsive in accordance with **clause 23** will be announced. The financial bids of only those bidders will be opened on E-mode. The responsive bidders' names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of bid opening.

22.0 Clarification of Bids

To assist in the examination, evaluation and comparison of bids, the SLPDC may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing or by email, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the SLPDC during the evaluation of the bids in accordance with sub-Para-24.3 hereof.

23.0 Determination of Responsiveness & Techno-Commercial evaluation

- 23.1 Prior to the detailed evaluation of bids, the SLPDC will determine whether each bid:
 - i) meets the eligibility and qualification requirements set out under Para 2.0 hereof;
 - ii) has been properly signed by an authorized Signatory.
 - iii) is accompanied by the required securities, and
 - iv) is substantially responsive to the requirements of the bidding documents.
- 23.2 A substantially responsive bid is one, which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviation or reservation. A material deviation or reservation is one:
 - i) which affects in any substantial way the scope, quality, or performance of the Works;
 - ii) which limits in any substantial way, inconsistent with the Bidding documents, the SLPDC rights or the bidder's obligations under the Contract; or
 - iii) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 23.3 During the evaluation of bids, the following definitions apply:
 - a) "Deviation" is a departure from the requirements specified in the Bidding Document;
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and

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

23.4 If a bid is not substantially responsive, it will be rejected by the SLPDC and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

24.0 Commercial evaluation

24.1 *Deleted Without Change in Sr. No.*

24.2 *Deleted Without Change in Sr. No.*

24.3 Evaluation and Comparison of Bids

- 24.3.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 23 of ITB.
- 24.3.2 In evaluating the bids, the Employer will uniformly apply the percentage quoted by the bidder on all items of BOQ to determine the evaluated Bid price for each Bid.
- 24.3.3 The successful bidder shall be the one whose evaluated Bid price is lowest on overall basis if considered reasonable at the sole discretion of Employer.
- 24.3.4 Employer's decision for award of Contract shall be final and binding on all the bidders.
- 24.3.5 Since, it is a percentage rate tender, requirement of additional performance security on account of unbalanced bids is not required.

25.0 Award Criteria

Subject to Para-26.0 hereof, the SLPDC will award the contract to the bidder whose bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated bid price pursuant to Para-24.0 hereof and the evaluated Bid Price is within a reasonable variation of the estimated cost of tendered Works.

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

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

27.0 Notification of Award

- 27.1 Prior to the expiration of the period of bid validity prescribed by the SLPDC or any extension thereof, the SLPDC will notify the successful bidder in writing that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract called "Letter of Acceptance") shall name the sum which the SLPDC will pay to the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Price").
- 27.2 The notification of award will constitute the formation of the Contract until formal Agreement is signed pursuant to clause 28 of ITB and further subject only to the furnishing of a performance security deposit in accordance with the provisions of clause 29 of ITB.

28.0 Signing of Agreement

- 28.1 The Agreement will incorporate all agreements between the Employer and the successful bidder. It will be signed by the Employer and the successful bidder after the performance security deposit is furnished. After receipt of security deposit, the Employer shall notify the contractor about the

readiness of the Agreement. The Agreement shall be signed within 14 days from the date of issue of such notice to the Contractor.

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

After signing the contract agreement, Contractor shall, within 15 days, submit **two (02) bound copies of the original Contract Agreement to the Employer.**

29.0 Performance Security

- 29.1 Within **28 (Twenty-eight)** days from the date of issue of the Letter of Acceptance, the successful bidder shall deliver to the Employer a Performance Security equal to **5% (Five percent)** of the Contract Price valid till 60 days beyond the Defect Liability Period.

- 29.2 The Performance Security Deposit shall be in the following forms:

Bank Draft (in original) /Manager Cheque (in original) in the name of **SJVN LOWER ARUN POWER DEVELOPMENT CO. PVT LTD** payable at Khandbari, Nepal.

Or

FDR ((in original) (duly pledged in favour of **SJVN LOWER ARUN POWER DEVELOPMENT CO. PVT LTD (SLPDC))**)).

Or

An irrevocable valid and fully enforceable Bank Guarantee (in original) from a Commercial (Class A) bank of Nepal in favour of **SJVN LOWER ARUN POWER DEVELOPMENT CO. PVT LTD (SLPDC)** acceptable to SLPDC. The said Bank Guarantee should be as per the format provided in tender document, which shall be valid till **60 (Sixty) days beyond the Defect Liability Period.**

- 29.3 Subject to clause 29.5, failure of the successful Bidder to comply with the requirements of **Clause 29.1** 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.

- 29.4 The performance guarantee will be returned to the contractor within 28 days after completion of all contractual obligations without any interest and “Satisfactory Performance Certificate” issued by E.I.C. (Engineer –in- Charge).

- 29.5 In case of delay in submission of performance security beyond 28 days as provided in clause 29.1 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 SLPDC and Letter of Acceptance/ award (LOA) shall be subject to cancellation and forfeiture of EMD along with other suitable action as per NIT.

- 29.6 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.

30.0 Corrupt or Fraudulent Practices

It is expected from the bidders / Contractor and/or any of its personnel, or its agents, or its Sub-contractors, manufacturer, sub-consultants, services providers, suppliers and/or their employees that they will observe the high standard of ethics during the bidding process and execution of such Contracts. In pursuance to this policy:

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

- (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.
 - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence procurement process or the execution of a contract to be detriment of the Employer, and includes collusive practice among Applicants (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- b) A Bid shall be rejected by the Employer if it is determined at any stage that respective bidders / Contractor and/or any of its personnel, or its agents, or its Sub-contractors, manufacturer, sub-consultants, services providers, suppliers and/or their employees has engaged in corrupt or fraudulent or collusive practices in competing for the Contract in question.
- c) The Employer will declare a bidder / contractor ineligible or may terminate the contract, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the bidders / Contractor and/or any of its personnel, or its agents, or its Sub-contractors, manufacturer, sub-consultants, services providers, suppliers and/or their employees has engaged in corrupt or fraudulent or collusive practices in competing for or in executing the Contract in question.

31.0 Deleted without change in S.N.

32.0 Royalty

The Bid Price shall be inclusive of any Royalties or Seigniorage Fee or Cess or other charges payable on the quarried or mined metal, minerals, or minor minerals, as the case may be. at the rate(s) prevailing as on seven (07) days prior to the date of Techno commercial bid opening.

For & on the behalf of SLPDC,

**Sd/-
Chief Engineer (P&C),
SLPDC, Lower Arun HEP
Satluj Bhawan, Arun Sadan,
Tumlingtar Distt. Sankhuwasabha, Nepal
Ph. +977-29-575154
E-mail Address: pnc.lahep@sjvn.nic.in**

FORMS

TENDER FORM

To

**Chief Engineer (P&C),
SLPDC, Tumlingtar.**

1. We have read and examined the following Bidding Documents relating to **“Construction of Delineator Posts/Boundary Pillars for Demarcation of Private Land Boundaries at Pukhuwa to Mumling SLPDC”**.
 - (i) Notice Inviting Tender (NIT) & Information to Bidders (ITB)
 - (ii) Forms (Tender form, Form of declaration, Undertaking Regarding Blacklisting, Qualification Information)
 - (iii) General Conditions of Contract (GCC)
 - (iv) Detailed Scope of work & Technical specifications
 - (v) Special Conditions of Contract (SCC)
 - (vi) Bill of Quantities (BOQ)
 - (vii) Tender Drawings
2. We hereby tender for execution of the work referred to in the documents mentioned in paragraph one above upon the terms and conditions contained or referred to in the aforesaid documents and in accordance in all respects with the specifications, designs, drawings and other details given herein and at the rates contained in BOQ and within the period(s) of completion and subject to such terms and conditions as stipulated in the enclosed Bidding Documents.
3. We agree to keep this tender open for acceptance for 180 days from last date of opening of Techno-Commercial bids and also agree not to make any modifications in its terms and conditions on our own accord.
4. Earnest Money Deposit of requisite amount as specified in bidding document is hereby enclosed in the form of a Cash Deposit receipt/Bank Draft/Manager Cheque/FDR (duly pledged in favour of SLPDC)/Bank Guarantee in favor of SJVN Lower Arun Power Development Company Pvt. Ltd (SLPDC) payable at Khandbari acceptable to **SJVN Lower Arun Power Development Company Pvt. Ltd**. We agree that if we fail to keep the validity of tender open, as aforesaid, or make any modification in the terms and conditions of our tender on our own accord and/or fail to commence the execution of the works as provided in the documents referred to in paragraph-1 above, after the acceptance of our tender, we shall become liable for forfeiture of our earnest money, as aforesaid, and the Employer shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.

Should this tender be accepted, we agree to abide by and fulfil all the terms and conditions and provisions of the above-mentioned Bidding Documents.

We certify that the Tender submitted by us is strictly in accordance with the terms, conditions, specifications etc. as contained in your Bidding Documents, referred to in paragraph-1 above, and it

does not contain any deviations to the aforesaid documents. It is further certified that information furnished in the Tender submitted by us is correct to the best of our knowledge and belief.

(Signature of person duly authorized to sign the Tender on behalf of the bidder along with Seal of Company)

Name_____

Designation_____

Contact No. /E-mail ID

Witness:

Name_____

Signature_____ Designation_____

Date_____ Name of Company_____

Name & Address_____

_____ Date: _____

Postal Address_____

Telegraphic Address: _____

Telephone No._____ Telex

No. _____

Fax No._____ E-mail _____

FORM OF DECLARATION

M/s.....(name of Bidder) having its registered office at
.....(hereinafter referred to as the Bidder) having
carefully studied all the Bidding Documents, specifications, drawings, the local and site conditions etc.
pertaining to the Work for **“Construction of Delineator Posts/Boundary Pillars for Demarcation of
Private Land Boundaries at Pukhuwa to Mumling SLPDC (PCD-13/2026)”** and having undertaken
to execute the said works,

DO HEREBY DECLARE THAT:

1. The Bidder is familiar with all the requirements of the Contract.
2. The Bidder has not been influenced by any statement or promise of any person of the Employer but only the Contract Documents.
3. The Bidder is financially solvent.
4. The Bidder is experienced and competent to perform the Contract to the satisfaction of Employer.
5. The Bidder is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipalities, District, State and Central Government of Nepal that may affect the work, its performance or personnel employed therein.
6. The Bidder hereby authorizes the Employer to seek reference from the bankers of Bidder for its financial position.
7. The Bidder undertakes to abide by all labour welfare legislations.
8. The information / statement submitted by the Bidder along with the bid is true and correct in all respects.

Date:

For and on behalf of the bidder

.....

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

Name & Designation: -.....

E-mail:.....

Contact. No:.....

UNDERTAKING REGARDING BLACKLISTING

To,

**Chief Engineer (P&C),
SLPDC, Tumlingtar.**

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 (SLPDC) 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 (PCD-13/2026)

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

#Copy of cancelled cheque may also be attached`

For and on behalf of the bidder /Supplier

.....

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

AVERAGE ANNUAL TURNOVER

Bidder's Name & Address

To:
SLPDC

We declare that the Average Annual Financial Turnover during the last 3 years, ending 15th July 2025 are as under:

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

Qualification Information

STATEMENT OF WORKS COMPLETED DURING LAST 7 YEARS BY THE BIDDER

We declare that we ourselves/ as a member of Joint venture / Contractor/Sub-contractor have executed the following works during last seven (07) years reckoned from last day of the month previous to the one in which bids are invited:

S.N.	Name of Work	Value of Work (awarded/ executed)	Name of Client	Date of LOA/ Agreement	Date of Completion

Note: -

- i. Bidders to fill in the details as provided here-in-above and attach additional pages, if necessary.
- ii. Bidders to enclose necessary certificates in support of above details.
- iii. Copy of Joint Venture Agreement also to be furnished where the works have been executed in joint venture.
- iv. Deleted without change in S.N.

SCHEDULE –B
CONSTRUCTION METHOD AND SCHEDULE

[To be filled in by the Bidder]

Time for Completion allowed for execution of the Works: **03 (Three)** months to be reckoned from the date of issuance of Letter of Acceptance.

Related Party Declaration - Third Party/Counter Party

Name of counterparty:

Address:

PAN:

CIN/Registration No.

Nature of Transaction:

NIT/LOA/PO/MoU/Other reference No. (if any);

Declaration

It is hereby declared that the above-named counterparty:

1. is/is not a Related Party of SJVN Limited within the meaning of Section 2(76) of the Companies Act, 2013 and Indian Accounting Standard (Ind AS)-24.
2. In case the counterparty is a Related Party, the details are as under.

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

- Director of SJVN Limited
- Key Managerial Personnel of SJVN Limited
- Relative of Director / KMP of SJVN Limited
- Entity in which Director / KMP or their relative is partner/ Director/ has control/significant influence
- Subsidiary/Associate / Joint Venture of SJVN Limited
- Any other relationship (please specify):

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

Name of Person / Entity:

Designation/Position/Role/Association with SJVN Limited: Relationship:

3. Any change in the above particulars shall be promptly informed in writing.

For and on behalf of:

Signature:

Name:

Designation:

Date:

Place:

Related Party Declaration - Employee

Name of Employee/ Candidate:
Employee Code/ Registration/Application no
Designation/ Post Applied For:

Declaration

It is hereby declared that:

1. The employee/ candidate does/does not have any relationship that qualles as a Related Party relationship with SJVN Limited.

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

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

- Relative of Director/KMP
- Any other relationship (please specify)

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

Name of Person:

Designation/ Position / Role /Association with SJVN:

Limited Relationship:

2. Any change shall be promptly intimated.

Signature of Employee/ Candidate:

Name:

Date:

Place:

GENERAL CONDITIONS OF CONTRACT (GCC)

1: DEFINITIONS:

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

- (i) **Bill of Quantities or Schedule of Quantities & Prices:** means the priced and completed bill of quantities forming part of the Contract.
- (ii) **Contract Price:** means the amount arrived at by multiplying the quantities shown in the Bill of Quantities by the respective item rates as allowed and included in the Letter of Acceptance.
- (iii) **Contractor:** means the successful Bidder who is awarded contract to perform the work covered under these Bidding Documents and shall be deemed to include the Contractor's successors, executors, representatives or assigns.
- (iv) **Corporation or Employer:** means the SJVN Lower Arun Power Development Company Private Limited having its office at Tumlingtar, Distt, Sankhuwasabha, Nepal, and includes therein legal representatives, successors and assigns.
- (v) **Construction Drawing:** means such drawings approved in writing by the Engineer-in-Charge/ Employer and issued for actual construction of the Works from time to time by the Engineer-in-Charge.
- (vi) **Day:** means a calendar day beginning and ending at midnight.
- (vii) **Drawing:** means and shall include Tender drawing and Construction drawing.
- (viii) **Engineer-in-Charge/Engineer:** means the Engineering Officer nominated by the Employer or its duly authorized representative to direct, supervise and be in charge of the works for the purpose of this contract.
- (ix) **Letter of Award or Acceptance:** means a letter from the Employer conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- (x) **Specifications:** means the Technical specification of the Works included in the Contract and any modification thereof or addition thereto or submitted by the Contractor and approved by the Engineer.
- (xi) **Tender Drawings:** means the drawings referred to in the Specifications and/or appended with the Tender Documents.

2: INTERPRETATION

- 2.1 Words importing the singular only shall also include the plural; he includes she and vice versa unless this is repugnant to the context. Unless specifically defined, words shall have normal meaning under the language of Contract.
- 2.2 Heading and marginal notes in these General Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof of the Contract.

- 2.3 Any error in description, quantity or price in Bill of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from execution of the whole or any part of the Works comprised therein according to drawings and Specifications or from any of his obligations under the Contract.
- 2.4 Detailed drawings shall be followed in preference to small scale drawings (sketch drawings) and figured dimensions in preference to scaled dimensions. In the case of discrepancy between the Letter of acceptance issued by Employer, Special Conditions of Contract, Technical Specifications, General Conditions of Contract, the Tender Drawings and/or Bill of Quantities and other documents of Contract the following order of precedence shall prevail:
- a) Agreement
 - b) Letter of Acceptance;
 - c) Special Conditions of Contract;
 - d) General Conditions of Contract;
 - e) Detailed Scope of Work and Technical Specifications;
 - f) Priced Bill of Quantities;
 - g) Contractor's Bid other than BOQ;
 - h) Tender drawings;
 - i) Notice Inviting Tender & Instructions to Bidders; and
 - j) Any other document forming part of the Contract.

3.0 Contractor's Default

- (a) If the contractor shall neglect to execute the work with due diligence and expedition or shall refuse or neglect to comply with any reasonable order give to him in writing by the EIC in connection with the work or shall contravene the provisions of the contract, the Employer may give notice in writing to the contractor to make good the failure, neglect or contravention complained of, should the contractor fail to comply with the notice within fifteen (15) days from the date of service thereof, then and in such case the Employer may terminate the contract and shall be at liberty to comply other contractor and forthwith execute such part of the work as the contractor may have neglected to do or if the Employer shall think fit, without prejudice to any other right he may have under the contract, to take the work wholly or in part out of the contractor's hands and re-contract with any other person or persons to complete the work or any part thereof and apply any balance payment which may otherwise be due on the contract by him to the contractor, or such part thereof as may be necessary, to the payment of the cost of executing the said part of the work or of completing the work as the case may be. If the cost of completing the work or executing a part thereof as aforesaid shall exceed the balance payment due to the contract, the contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay, which the contractor shall have to pay if the completion of work is delayed and attributable to the contractor.
- (b) The termination of the contract under this clause shall not entitle the contractor to reduce the value of the contract performance security nor the time thereof. The Contract Performance Security shall be valid for the full value and for the full period or the completion of the Contract.

4.0 Suspension of work

The SLPDC reserves the right to suspend and reinstate execution of the whole or any part of the works without invalidating the provisions of the contract. Orders for suspension or reinstatement of the works will be issued by SLPDC to the contractor in writing. The time for completion of the works will be extended for a period equal to the duration of the suspension. SLPDC shall not be responsible for any liabilities, if suspension or delay is due to some fault on the part of the contractor.

5.0 Deployment of labour

- i. The contractor will deploy regular/skilled workmen with experience of such type of work.
- ii. All traveling expenses including provision of all necessary transport to & fro from site, lodging, allowances and other payment to the experts/workmen shall be the sole responsibility of the contractor.
- iii. The contractor will comply with all acts/laws and other statutory provisions rules, regulations and byelaws as are applicable or which might become applicable with regard to the performance of the work and the engagement of the experts/workers. Minimum wage as notified by the Govt. of Nepal and amended from time to time shall be ensured by the Contractor for different labour categories.
- iv. The rates shall remain firm during the execution of the contract. No escalation shall be paid.
- v. The contractor will be responsible for compensation payable arising out of accidents including payment to third party, if involved, no compensation in case of accident / damages or for death /injury to the experts/workmen will be paid by the SLPDC.

6.0 Insurance

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

6.2 (i) Neither party to the Contract shall be liable to the other in respect of any loss or damage which may occur or arise out of "Force Majeure" to the Works or any part thereof or to any material or article at site but not incorporated in the Works or to any person or anything or material whatsoever of either party provided such a loss or damage could not have been foreseen or avoided by a prudent person and the either party shall bear losses and damages in respect of their respective men and materials. Liability of either parties shall include claims/compensation of the third party also.

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

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

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

6.3 The Contractor shall indemnify and keep indemnified the Employer against all losses and claims for death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of works during the Period for Completion for whole of the works and also against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, and such liabilities shall include claims/compensations of the third party.

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

6.5 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover for an amount equal to 125% of the Contract Price/Award Value, from the date of commencement of work to the end of the Defects Liability Period for the following events which are due to the Contractor's risks for any reasons whatsoever:

- a. Loss of or damage to the Works, Plant and Materials;
- b. Loss of or damage to Equipment;
- c. Loss of or damage to property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
- d. Personal injury or death.

The policy shall cover all physical loss or damage to the facilities and works at the Site, occurring prior to completion of the works/facilities, with extended maintenance coverage for the Contractor's liability in respect of any loss or damage occurring during the defect liability period while the Contractor is on the Site for the purpose of performing its obligations during the defect liability period.

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

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

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

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

7.0 Payment

- i. Running Account / Interim bills shall be submitted by the Contractor monthly on or before the date fixed by the Engineer-in-Charge for the work executed after compliance of all statutory provisions and complete in terms of contract conditions. The Engineer-in-Charge shall then verify the bills with reference to the measurements recorded in the measurement book(s).
- ii. Payment on account for amount admissible shall be made on the Engineer-in-Charge certifying the sum to which the Contractor is considered entitled by way of interim payment for the work executed, after deducting there from the amounts already paid, the Retention Money and such other amounts as may be withheld/deductible or recoverable in terms of the Contract.
- iii. **Retention money shall be deducted by the Engineer-in-Charge from the interim bills of the Contractor @ 5% (five percent)** of the total value of each bill of the work done towards security deposit. The retention money shall be returned after issuance of completion certificate by the EIC. No interest on the amount of retention money shall be paid to the Contractor at the time of release of retention money as stated above
- iv. Payment of the Contractor's bills shall be made by the Employer within 30 days from the date of submission of the bill subject to the acceptance of the Engineer-in-Charge.

8.0. VAT/Taxes & duties

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

9.0 Force Majeure

The term "Force Majeure" shall herein mean riots (other than among the Contractor's employees), Civil Commotion (to the extent not insurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires not caused by Contractor's negligence and other such causes over which the Contractor has no control and are accepted as such by the Engineer-in-Charge, whose decision shall be final and binding. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party alleging that it has been rendered unable as aforesaid, thereby shall notify within 10 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.

Extension of time without levy of LD shall be provided during the period of occurrence of Force Majeure event, however no cost compensation shall be provided.

10.0 DEVIATIONS

- 10.1 The Engineer-in-Charge shall have powers to make any deviations in the original specifications or drawings or designs of the works or any part thereof that are, in his opinion, necessary at the time of or during the course of execution of the Works. For the aforesaid purpose or for any other reason, if it shall, in the opinion of the Engineer-in-Charge, be desirable, he shall also have the powers to make Deviations, such as (i) Variations (ii) Extra (iii) Additions/Omissions and (iv) Alterations or Substitutions of any kind. No such Deviations in the specifications or drawings or designs or Bill of Quantities, as aforesaid, shall in any way vitiate or invalidate the Contract and any such Deviations which the Contractor may be directed to do shall form integral part of the Contract as if originally provided therein and the Contractor shall carry out the same on the same terms & conditions in all respects on which he agreed to do the works under the contract subject to clause 10.2 of GCC.
- 10.2 The rates for such items of work as are required to be executed due to Deviations, as stated in sub-clause 10.1 above shall be payable in the manner as stated hereunder:
- i) The rates already provided in the Bill of Quantities, shall apply in respect of the same item(s) of work to be executed due to Variation, subject to the condition that change in quantity multiplied by BOQ rate do not exceed 0.25 % of the Contract Price. However, the quoted rates shall hold good for all minus Variations.
 - ii) In case of items for which rates are not available in the Bill of Quantities, the rates of such items as far as practicable, shall be derived from the quoted rates of analogous item(s) in the Bill of Quantities.
 - iii) In the cases, where analogous items are not available in the Bill of Quantities, such items shall be termed as extra items and the rates for such items and also for items exceeding the prescribed limit as mentioned in clause 10.2 (i) above, the Contractor, within 15 days (or as agreed by the EIC) of receipt of order to execute such items shall submit rate analysis to the Engineer-in-Charge supported by documentary evidence of basic rates adopted therein, notwithstanding the fact that the rates for such items exist in the Contract, having regard to the cost of materials (including transportation and taxes, levies if paid), actual wages for labour and ownership & operational cost of construction equipment as per standard norms or if standard norms are not

specified/available then on the basis of labour/materials/equipment actually engaged for the particular work. The standard norms for materials, machinery and labour specified herein shall mean rates specified in 'Norms for Rate analyzed' of DoR, GoN and applicable local rates. In case rates are not available in above said system Engineer-in-Charge may finalize such rate(s) and rate so derived shall be binding on the Contractor.

Over and above the cost of labour, material arranged by the Contractor and ownership & operational cost of plant and machinery, an element of such percentage as 15 % shall be allowed to cover the Contractor's overheads, profits, and supervision charges.

The Engineer-in-Charge shall examine the rate analysis submitted by the Contractor and fix the rates accordingly whose decision shall be conclusive, final and binding on the Contractor.

- 10.3 If requested by the Contractor, the Time for Completion of the Works shall, in the event of any deviation resulting in additional cost over the Contract Price, be extended in the proportion which the altered, additional or substituted work bears to the original Contract Price plus such further additional time as may be considered reasonable by the Engineer-in-Charge.
- 10.4 Under no circumstances, the Contractor shall suspend the work on account of non-settlement of rates of such Deviated items.
- 10.5 Provided that no deviations instructed to be done by the Engineer – in – charge pursuant to Clause 10.1 shall be valid under Clause 10.2 unless within 15 days of the date of such instruction before the commencement of execution of deviated items, notice shall have been given either;
 - a) By the Contractor to the Engineer – in – Charge of an intention to Claim extra payment or varied rate or price or
 - b) By Engineer – in – Charge to the Contractor of his intention to vary a rate or price for the deviated items.

11.0 FORECLOSURES OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

- 11.1 If at any time after acceptance of the tender the Employer decides to abandon or reduce the scope of the Works for reason whatsoever and hence does not require the whole or any part of the Works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the Contractor, and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the Works in full but which he could not derive in consequence of the foreclosure of the whole or part of the Works.

The Contractor shall be paid at Contract rates for full amount of the Works executed at Site and, in addition, a mutually agreed reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the Works to the full extent because of the foreclosure:

- (a) Any expenditure incurred on preliminary works, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation workshop, installation and dismantling of Construction Equipment (batching plant, crushing plant) and water storage tanks.
- (b) (i) The Employer shall have the option to take over Contractor's materials or any part thereof, either brought to site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the Work), provided, however, the Employer shall be bound to take over the material or such portions thereof as the Contractor does not desire to retain. The cost shall, however, take into account

purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.

(ii) For Contractor's materials not retained by the Employer, reasonable cost of transporting such materials from Site to Contractor's permanent stores or to his other Works, whichever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable.

(c) If any materials issued by the Employer are rendered surplus, the same except normal wastage for the materials used in the works shall be returned by the Contractor to the Employer.

(d) Reasonable compensation for transfer of T&P from Site to Contractor's permanent stores or to his other works whichever is less. If T&P are not transported to either of the said places, no cost of outward transportation shall be payable.

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

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

12.0 COMPENSATION FOR DELAY

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

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

13.0 DEFECTS LIABILITY PERIOD

13.1 The "Defects Liability Period" for the entire work under the Contract shall be 365 days from the date of completion mentioned in Completion Certificate.

13.2 If during the Defects Liability Period any portion of the Works is found defective or deficient in any manner and is repaired/rectified/replaced pursuant to the defects liability provisions of the Contract, the Defects Liability Period for such portion of the Works, shall, notwithstanding anything to contrary contained herein, be operative for a further period of 6 months from the date of such repair/rectification/ replacement but shall not in any case be operative for more than 18 months from the date of completion stated in the Completion Certificate.

14.0 Resolution of dispute

- i. In case of any dispute or differences out of the contract in connection with the contract, the same shall be referred to the Sole Arbitrator, who shall be appointed by the CEO, SLPDC. The award of the arbitrator shall be final and binding on both the parties.
- ii. The courts of Chainpur jurisdiction shall be exclusive jurisdiction to entertain any try of matter arising out of this contract.

15.0 CHANGE IN LAWS AND REGULATION:

If after the date seven (7) days prior to the deadline set for Price Bid submission, in the country where the Site is located, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the contract price shall be correspondingly increased or decreased, and /or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments shall not be applicable on procurement of raw materials, intermediary components, and intermediary services etc. by the Contractor. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

16.0 ROYALTY:

- a) If the Contractor intends to engage itself in quarrying or mining of soil /earth, sand, stone/ aggregates, metals, minerals or minor minerals required for the Civil works, as the case may be. it shall obtain necessary permits under the applicable law for such mining or quarrying from the State/Central Government authorities and pay the fee of charges applicable thereto.
- b) The Civil works component of the Contract Price shall be inclusive of any Royalties or Seigniorage Fee or Cess or other charges payable on the quarried or mined metal, minerals, or minor minerals, as the case may be, at the rate(s) prevailing as on seven (7) days prior to the deadline set for Price Bid submission.
- c) It shall be the responsibility of the Contractor to ensure that the Royalties or Seigniorage Fee or Cess or other charges on the quarried or mined metal, minerals or minor minerals are paid to the statutory authorities.
- d) The component of Royalties or Seigniorage Fee or Cess or other charges, if applicable in a running account bill, shall only be released by the Employer to the Contractor on submission of the following documents in original.
 - A. In case the Contractor is the primary license holder of the quarry / mines: i) Vehicle wise challan / transit permit and proof of payment of royalty, and ii) Any other document required as per the relevant Acts/Rules of the concerned state
 - B. In case the Contractor is the purchaser of soil/earth, sand, stone aggregates, metals, minerals or minor minerals: i) Purchase voucher and vehicle wise challan/transit permit and proof of payment of royalty, and ii) Any other document required as per the relevant Acts/Rules of the concerned state.
- e) In case the Contractor fails to provide the required proof of royalty payment with the RA bill then an amount based on the prevailing rates of the royalty shall be retained from the respective RA bill, as security against royalty, which shall be refunded to the Contractor on submission of proof of royalty payment.
- f) The Contractor shall pay and indemnify the Employer against any default in payment of Royalties or Seigniorage Fee or Cess or other charges by the Contractor or the agency from which the contractor purchases soil / earth, sand, stone / aggregates, metals, minerals or minor minerals.

g) In the event of there being a statutory increase in the rates of royalty charges / fresh levy of royalty on materials, the same shall be reimbursed to the Contractor upon submission of original challan by him of having made the payments at revised rates. In the event of there being a decrease in such rates, the same shall be recovered from the contractor. The base date for calculating the increase or decrease shall be the rate as on seven (7) days prior to the deadline set for Price Bid submission. The total reimbursement (positive or negative) as specified above, to be paid or recovered, shall however be calculated on the quantity of materials actually considered while making the royalty payments to the concerned authorities, or the theoretical consumption of these materials (calculated on the basis of the volume of concrete or fill accepted for payment), whichever is less, and on the basis of documentary evidence of Govt. Notification. However, the Contractor will settle claims, if any, on account of over charge by the State Authorities.

17.0 TIME FOR COMPLETION AND EXTENSIONS:

17.1 Time for Completion allowed for execution of the Works is as specified in Schedule 'B' of these conditions. However, if the work is delayed on account of:

- i) Delay in handing over of site to the Contractor; or
- ii) Increase in the quantity of work to be done under the Contract; or
- iii) Suspension of work; or
- iv) Rebuilding of work; or
- v) "Force Majeure"; or
- vi) Unforeseeable shortage in the availability in the availability of personnel or goods caused by epidemic or Government actions;
- vii) Any other cause which, in the opinion of the Engineer-in-Charge is beyond the Contractor's control;

then, immediately upon the happening of any such event as aforesaid, the Contractor shall inform the Engineer-in-Charge accordingly, but the Contractor shall nevertheless use constantly his best endeavors to prevent and/or make good the delay and shall do all that may be required in this regard. No extension in time on account of rains shall be admissible. The Contractor shall request, in writing, for extension of time, to which he may consider himself eligible under the Contract, within fourteen days of the date of happening of any such events as indicated above.

Provided further that no monetary claims shall be admissible to the Contractor for such Extension of Time for Completion.

17.2 In any such case as may have arisen due to any of the events, as aforesaid, and which shall be brought out by the Contractor in writing, the Engineer-in-Charge may give a fair and reasonable extension of Time for Completion, after taking into consideration the nature of the work delayed and practicability of its execution during the period of extension. Provided in the event of non-receipt of a request for such extensions from the Contractor for reasons whatsoever, the Engineer-in-Charge may, at his sole discretion and with due regard to the event, grant fair and reasonable extension of time suo motto.

Such extensions, if admissible, shall be communicated to the Contractor by the Engineer-in-Charge in writing.

Provided that Engineer-in-Charge is not bound to make any determination unless the Contractor has;

- a) within 14 days after such event has first arisen notified the Engineer and
- b) within 28 days or such other reasonable time as may be agreed by the Engineer-in-Charge detailed particulars of any extension of Time for Completion to which the Contractor may consider himself entitled.

SCOPE OF WORK & TECHNICAL SPECIFICATIONS

Name of work: Construction of Delineator Posts/Boundary Pillars for Demarcation of Private Land Boundaries at Pukhuwa to Mumling SLPDC.

The detailed scope of work shall include but not be limited to the Following:

1. Clearing the demarked area of post including removing shrubs/grass etc. for installation of the delineators / boundary pillars.
2. Excavation for the foundation for installation of the delineators / boundary pillars as per the drawing and DOR Technical Specifications to the satisfaction of the EIC.
3. Casting of RCC delineators / boundary pillars by M-20 Grade Concrete using OPC with steel reinforcement 4 Nos 8 mm dia. bars and 11 Nos 8 mm dia. stirrups. Painting with two coats on the RCC delineator (black and white in 20cm wide strips) with appropriate colour and paint at the place suitable for transportation and placing at the installation site as per the drawings and DOR Technical Specifications.
4. Installation of the delineators / boundary pillars at site complete in all respect to the satisfaction of the EIC.
5. Clearing and cleaning of the site locations after completion of the boundary pillars to the satisfaction of the EIC.

SPECIAL CONDITIONS OF CONTRACT

Note: These conditions shall be read in conjunction with general conditions of contract and both shall be supplementary and complementary to each other. However, in case of ambiguity or in case of contradiction between two, the provisions of special conditions of contract shall prevail.

1. Delineator posts are proposed to be installed at various lands of SLPDC (Lower Arun HEP sites) starting from Pukhuwa to Mumling region in hilly/forest/govt/private land as directed by the EIC.
2. The contractor shall make his own arrangement for construction of site stores, labour camps and site offices for which land shall also be arranged by the contractor.
3. Contractor shall make sufficient stock for items/materials required for construction. Non-availability of material will not entitle for EOT.
4. The contractor shall make his own arrangement for electricity, water supply, transportation etc. required for the execution of the work at his own cost.
5. No material, and T&P will be issued by SLPDC.
6. The contractor shall submit the construction schedule for the work.
7. No hand mixing of concrete will be allowed.
8. Contractor shall comply to all relevant quality, safety standards and all rules/laws of Govt. of Nepal.
9. The contractor will provide the all-safety equipment i.e. safety shoes/gum-boots, safety-belt, mask/gas-mask and all the other equipment which are direct related to work execution at own his cost.
10. In case of any accident, the loss / compensation to workers and Govt. / SLPDC property shall be borne by the agency.
11. The contractor shall obtain and maintain insurance coverage for its employees, equipment, and third-party liability, as required by law.
12. All the civil works shall be executed and shall comply to the relevant standard specifications of DOR, Govt. of Nepal.
13. Unless otherwise specifically mentioned all materials to be used shall confirm to Nepali Standard Specifications. Approved make for Cement shall be JAGDAMBA, SAPTAKOSI, ARGHAKHANCHI, MARUTI, ULTRA, SARBOTTAM, BANDHAN or equivalent as approved by EIC.
14. Approved make for TMT Fe500 shall be JAGDAMBA, PREMIER, AMBE, PASHUPATI, BAJRANG or equivalent as approved by EIC.

15. The contractor shall maintain accurate records of work progress, materials used, and labor employed, and shall provide access to these records to SLPDC or its representatives.
16. Completion period be read with clause 12 of GCC & Milestones as under.

Sr. No.	Mile Stone	Scheduled completion period	Compensation for Delay
1.	Completion of work as a whole	The work shall be started as per the provisions of the Letter of Acceptance (LOA) and the same shall be completed within Three (03) months to be reckoned from the date of issuance of LoA.	0.1% of the Contract Price per day of delay in completion of the work shall be levied, subject to a maximum of 10% of the Contract Price.

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 Lower Arun 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 Lower Arun 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 EARNEST MONEY DEPOSIT

(Refer clause 14.0 of NIT & ITB)

WHEREAS _____(Name of Bidder) (hereinafter called “the Bidder”) has submitted his bid dated _____ (date) for “**Construction of Delineator Posts/Boundary Pillars for Demarcation of Private Land Boundaries at Pukhuwa to Mumling SLPDC (PCD-13/2026).**”

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

THE CONDITIONS of this obligation are:

1. If after Bid opening the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid or
2. If the Bidder having been notified of the acceptance of his Bid by the SJVN Lower Arun Power Development Company Private Limited, during the period of bid validity.
 - a. fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - b. fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders, or
 - c. adopts corrupt or fraudulent practices

We undertake to pay to the SJVN Lower Arun Power Development Company Private Limited, NPR.....the above amount upon receipt of its first written demand without the SJVN Lower Arun Power Development Company Private Limited having to substantiate its demand, provided that in its demand the SJVN Lower Arun 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 two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date **225 days** after the deadline for submission of Bids as stated in the invitation to bid or as it may be extended by the SJVN Lower Arun 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 29.0 of NIT & ITB)

Date:

To,
Name & Address of the Employer

We have been informed that(the "company"), having its registered office at has entered into a Agreement on (Insert LOA No. & Date) 20.... with you for the work of **"Construction of Delineator Posts/Boundary Pillars for Demarcation of Private Land Boundaries at Pukhuwa to Mumling SLPDC (PCD-13/2026)."**

In accordance with the terms of the AGREEMENT, the Company is required to submit an unconditional and irrevocable, payable on-demand bank guarantee of NPR (Nepalese Rupees only), (the **"Security Amount"**) to SLPDC 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 SLPDC, 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 SLPDC 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 defect liability 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 SLPDC 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 SLPDC 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 SLPDC under this Bank Guarantee on or before the Expiry Date, this guarantee automatically becomes null and void whether or not the original has been returned to us.

Signed for and on behalf of:

Name:

Designation:.....

Seal of the Bank:.....

Signed for and on behalf of:

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

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

Name:.....

Designation:.....

Seal of the Bank:.....

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

PROFORMA FOR AGREEMENT

This agreement made this _____ day of _____ between _____ (name and address of Employer) (hereinafter called “SJVN Lower Arun Power Development Company Private Limited/SLPDC/Employer”) and _____ (name and address of BIDDER) (hereinafter called “the Bidder/contractor/Consultant” of the other party).

Whereas the SJVN Lower Arun Power Development Company Private Limited is desirous that the Contractor executes i.e. “Construction of Delineator Posts/Boundary Pillars for Demarcation of Private Land Boundaries at Pukhuwa to Mumling SLPDC (PCD-13/2026)” (hereinafter called ‘the Works/Services’) and the SJVN Lower Arun Power Development Company Private Limited has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects herein at a contract price of NPR _____

NOW THIS AGREEMENT WITNESSETH as follow:

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

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

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

Signed and Delivered

For and on behalf of the Contractor

i) Name: _____
(Authorized Signatory)

ii) Name : _____

For and on behalf of SJVN Lower Arun Power
Development Company Private Limited

Name: _____

Designation:

In the presence of:

Name _____

Add. _____

In the presence of :

Name _____

Add. _____

Note: This Performa is included in the Bidding Documents only for the information of the Firm(s)/agency(ies). Only the successful firm/agency, shall, in due course, be required to fill this Performa.

BILL OF QUANTITIES

(TO BE FILLED IN DYNAMIC FORM ONLY ON E-TENDER PORTAL)

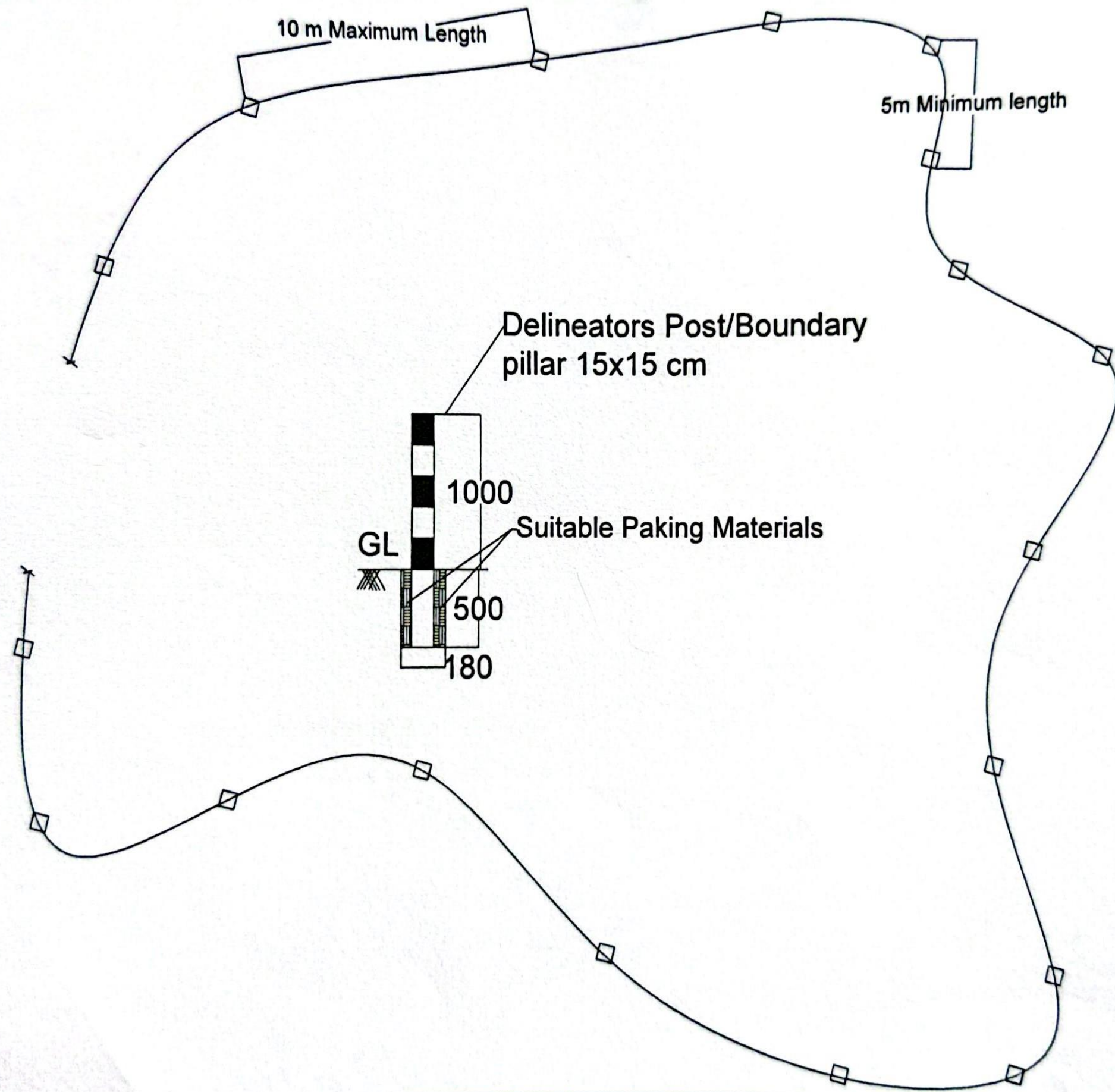
Name of Work: - (PCD-13/2026) Construction of Delineator Posts/Boundary Pillars for Demarcation of Private Land Boundaries Pertaining to Lower Arun HEP from Pukhwa to Mumling SLPDC.					
Sr. No.	Description	Estimated Cost (NPR) Including VAT	Percentage (upto two decimal places)		At-Par of the Estimate
			Above	Below	
1.	Construction of Delineator Posts/Boundary Pillars for Demarcation of Private Land Boundaries Pertaining to Lower Arun HEP from Pukhwa to Mumling SLPDC.	NPR 17,72,576/-	TO BE FILLED IN DYNAMIC FORM ON E-TENDER PORTAL ONLY		

- * The estimated amount is Including VAT.
- * The break -up of estimated cost i.e. detailed BOQ has been placed separately.
- * The percentage quoted shall be uniformly applied on all items of BoQ to determine the Grand Total for each Bid.
- * In Case no percentage is quoted by the bidder, the bidder's quote shall be considered 'at par' with the estimated cost (BOQ rates) provided by the employer.

BREAK -UP OF ESTIMATED COST

Name of Work: - (PCD-13/2026) Construction of Delineator Posts/Boundary Pillars for Demarcation of Private Land Boundaries Pertaining to Lower Arun HEP from Pukhwa to Mumling SLPDC.					
Sr. No.	Description	Unit	Quantity	Rates	Amount
				(In NPR) Excluding VAT	
1	Delineators Post/Boundary pillar Providing and installation of 150mm x150mm x1.5m long delineators (roadway indicators, hazard markers, object markers),80-100cm high above ground level, painted black and white in 20cm wide strips, buried or pressed in to the ground and conforming to the drawings and Technical Specifications including all leads and lifts and as per the directions of the EIC.	Nos.	534.00	2,937.55	15,68,651.70
Total Amount (Excluding VAT)					15,68,651.70/-
VAT @ 13%					2,03,924.72/-
Total Amount (Including VAT)					17,72,576.42/-
					17,72,576/- (say)

TENDER DRAWINGS



SJVN Lower Arun Power Development Company Pvt. Ltd.
Tumlingtar, Sankhuwasabha, Nepal

Name of Work: Construction of Delineator Posts/Boundary Pillars for Demarcation of Private Land Boundaries at SLPDC.



Site location

[Signature]

Drawing by

[Signature]

Checked by

[Signature]

Verified by

Not To Scale

Date: