

# **SJVN LOWER ARUN POWER DEVELOPMENT COMPANY PVT. LTD.**

(A Subsidiary of SJVN Ltd. Registered in Nepal)



## **LOWER ARUN HYDRO ELECTRIC PROJECT, NEPAL**

**REQUEST FOR PROPOSAL (RFP)**

**DOCUMENT**

**[DOMESTIC COMPETITIVE BIDDING]**

**RFP-04/2024 (LAHEP)**

**REQUEST FOR PROPOSAL (RFP) FOR “HIRING OF AGENCY FOR PREPARATION OF NEPAL INDUSTRIAL BENEFIT PLAN (NIBP) OF 669 MW LOWER ARUN HEP AND APPROVAL FROM INVESTMENT BOARD OF NEPAL (IBN).”-RFP-04/2024**

**Tumlingtar**

**November, 2024**



Ref. No.: SLPDC/P&C/LAHEP/ RFP-04/2024-64

Date:22.11.2024

**REQUEST FOR PROPOSAL(RFP)**

1. SJVN Lower Arun Power Development Company (P) Ltd. (SLPDC), Tumlingtar, Nepal (A Subsidiary of SJVN, a joint venture of GoI & Govt. of H.P.) having Registered office at Tumlingtar, Nepal invites Request for Proposal/Bid from eligible Bidder/Agency/Firm/Consultant from Nepal for the following:

1.	<b>Name of Work:</b>	Hiring of Agency for Preparation of Nepal Industrial Benefit Plan (NIBP) of 669 MW Lower Arun HEP And Approval from Investment Board of Nepal (IBN)
1.1	<b>Tender /RFP No.</b>	RFP-04/2024
1.2	<b>Time Allowed for Completion of whole of the works</b>	Time for the completion of the service shall be 180 days to be reckoned from the 15 <sup>th</sup> day of issuance of Letter of Acceptance (LOA).
1.3	<b>Estimated Cost</b>	N/A
1.4	<b>Cost of Tender/RFP Document (Non- refundable)</b>	Payment amounting to <b>NPR 1,000/-*</b> against Cost of RFP/Tender Document may be made directly in the bank account of SLPDC as mentioned below: - <b>Bank Account Details:</b> Name of Bank: Everest Bank Limited, Nepal Name of Beneficiary: "SJVN LOWER ARUN POWER DEVELOPMENT CO. PVT LTD" Account No.:00100105202617  <i>*Bidder/Agency/Firm/Consultant are advised and 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 &amp; time of submission of bid.</i>  OR  The bidder may choose to pay NPR 1,000*/- against Cost of RFP/Tender Document in the form of Bank draft (in original)/Manager's cheque (in original) in the name of "SJVN

		LOWER ARUN POWER DEVELOPMENT CO. Pvt. Ltd.” payable at Khandbari, Nepal.
1.5	<b>Earnest Money Deposit/Bid Security</b>	NPR 57,000 /- only (to be submitted as per clause no. 4.0 of Instructions to Bidder (ITB)), Section-IV of RFP Document.  However, if Bidder/Agency/Firm/Consultant opt for submission of EMD directly in the bank account of SLPDC as per Clause No. 4.0 of Instruction to Bidder (ITB). Section-IV, then the proof of same shall be submitted along with the Proposal.
1.6	<b>Last date &amp; time for submission of Proposal (s).</b>	16.12.2024 at 1530 Hours.
1.7	<b>Time and Date for opening of Proposal(s). Part-1 (Techno-commercial bid).</b>	16.12.2024 at 1600 Hours.
1.8	<b>Time and date of opening Financial Bid(s).</b>	To be intimated separately on following websites only: <a href="https://sjvn.nic.in/tender-notice/97">https://sjvn.nic.in/tender-notice/97</a> and <a href="https://slpdc.com.np/page/tender.html">https://slpdc.com.np/page/tender.html</a> . (The bidder may keep on watching the same at NIT web page).
1.9	<b>Bid validity period</b>	The bids shall remain valid for acceptance for a period of <b>90 days</b> from the date of opening of Techno-Commercial Bids.
1.10	<b>Place of Submission/Opening bids</b>	<b>(Parminder Kumar)</b> <b>Chief Engineer (P&amp;C),</b> <b>SLPDC, Arun-3 HEP, Satluj Bhawan,</b> <b>Arun Sadan, Tumlingtar,</b> <b>Distt. Sankhuwasabha, Nepal</b>
1.11	<b>Authority/Officer inviting Tender</b>	<b>Ph. +977-29-575154</b> <b>e-mail Address: <a href="mailto:pnc.lahep@sjvn.nic.in">pnc.lahep@sjvn.nic.in</a></b>

2. The RFP document can be downloaded from websites s <http://sjvn.nic.in/tender.htm> & <https://slpdc.com.np/page/tender.html>. The bidder may submit the bid proposal prior to the last date for submission of bid (as mentioned at Sr. No. 1.6). Bid proposal of those Bidders who have submitted the requisite tender document fee and EMD acceptable to Employer only shall be considered for bid evaluation.
3. Through this Request for Proposal (RFP), SJVN Lower Arun Power Development Company Private Limited (SLPDC) intends for **“Hiring of Agency for Preparation of Nepal Industrial Benefit Plan (NIBP) of 669 MW Lower Arun HEP and Approval from Investment Board of Nepal (IBN).”** having Registered office in Nepal.
4. At any time before the submission of RFP/bids, SLPDC may modify/amend the bidding documents and extend the last date of submission/opening of the Proposal and any other key dates by issuing a corrigendum/addendum and such corrigendum/addendum to this notice as well as to the RFP document shall be available on the aforesaid websites only. As such the Bidders are advised to visit the above websites regularly.
5. SLPDC reserves the right to cancel the bidding process at any time without assigning any reason.

**For & on the behalf of SLPDC,**

**Sd/-  
(Parminder Kumar)  
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](mailto:pnc.lahep@sjvn.nic.in)**

**SECTION-II**  
**BRIEF DESCRIPTION OF PROJECT**

## **Brief Description of the Project: -**

**Lower Arun HEP (669 MW):** Lower Arun hydroelectric project-(LAHP) 669 MW, lies in the Sankhuwasabha and Bhojpur Districts of Nepal. The project is envisaged as a downstream extension of Arun-3 Hydroelectric project utilizing 344.68m<sup>3</sup>/sec of design discharge available at tail race outfall of Arun-3 HEP. The water coming out after generation from Arun-3 power station will be tapped from Arun-3 tail race pond into the Intake of Lower Arun HEP which shall be constructed as a part of Arun-3 HEP. Both the power stations are to be operated in tandem similar to SJVN's Nathpa-Jhakri (1500 MW) & Rampur HPS (412 MW) tandem system (In Himachal Pradesh, India). LAHEP envisages the construction of 17.3 km-long 10.5 m dia. horse-shoe shape headrace tunnel, 30m dia. 124.75 m deep restricted orifice open to sky surge shaft, two steel-lined pressure shafts bifurcating into four branch pressure shafts, a butterfly Valve Chamber 91 m (L) x 12 m (W) x 21 m (H), a surface powerhouse, measuring 150 m in length, 24 m in width and 53 m in height, along with a transformer bay. In order to facilitate joint operation of the two projects the number of generating units in Lower Arun HEP has been kept same as that of Arun-3 HEP i.e. four (4). The rated capacity of each turbine generator is 167.25 MW. The powerhouse has a gross head of 229.40 m and a design head of 212.68 m.

**SECTION-III**  
**SCOPE OF WORK**  
**AND**  
**OTHER TERMS AND CONDITIONS**

## SCOPE OF WORK AND OTHER TERMS AND CONDITIONS

**Name of work: Hiring of Agency for Preparation of Nepal Industrial Benefit Plan (NIBP) of 669 MW Lower Arun HEP and Approval from Investment Board of Nepal (IBN).**

The requirement of Nepal Industrial Benefit Plan (NIBP) in schedule 17 of PDA of Lower Arun HEP is set out to provide early access on project opportunities for Nepal based firms and industries to meet the needs for supply of goods and services at competitive price.

The Nepal Industrial Benefit Plan (NIBP) should be prepared and implemented by considering the availability of different goods and service suppliers in Nepal such as engineering, legal, planning, consulting and construction etc. The plan will promote local business development and sourcing initiatives by which Nepali contractors/firms can directly and indirectly benefitted.

The plan will provide a basis for supply of construction material, goods and services to the company from Nepali firms/industries which encourages initiatives for joint venture and quality improvement measures that shall enhance the ability of Nepal-based suppliers to compete domestically and internationally.

The project is located in the following Municipalities/Rural Municipalities of Sankhuwasabha and Bhojpur districts.

S. No	Municipality/Rural Municipality	Ward no	District	Remarks
1	Silichong Rural Municipality	4&5	Sankhuwasabha	Indirectly affected
2	Chichila Rural Municipality	2&3	Sankhuwasabha	Directly affected
3	Khandbari Municipality	2,8,9,10,11	Sankhuwasabha	Directly affected
4	Salpa Silicho Rural Municipality	1	Bhojpur	Indirectly affected
5	Shadanand Municipality	1, 5 & 6	Bhojpur	Indirectly affected

### 1. Scope of Work

Nepal Industrial Benefit Plan (NIBP) for LAHEP shall be prepared for implementation as per following subject to prior notification/confirmation by the SLPDC regarding the same to the agency:

- i. Consultant should perform Distt level survey for the preparation of Nepal Industrial Benefit Plan (NIBP) for prospective vendors etc.
- ii. Should organize meetings with IBN, representative of local ward/Palikas and other stakeholders at different level and stage.
- iii. Preparation of draft Nepal Industrial Benefit Plan (NIBP) report in line with PDA/PDA Schedule 16 and approved SEIA/EMP of Lower Arun HEP.
- iv. Conducting Public disclosure along with incorporation of attendance, suggestions, photo and video of public disclosure (including all logistic arrangements, lunch & snacks for participants, venue arrangements, meeting allowance as per Nepalese customs, presentation (Projector/Flex slides as per requirement).



- v. All such equipment's, materials, information's/ documents etc. which are not specifically mentioned but are essential to complete the scope of work and are, therefore, incidental there to be included at no extra cost to the owner.

## **2. Time Schedule for Activities:**

The tentative time schedule shall be as under:

- a. Report review (PDA, EIA, RAP, and consultation with IBN-10 days.
- b. Survey, data gathering, compilation and analysis-40 days.
- c. Meetings with SLPDC & IBN for preparing of framework of report-15 days
- d. Preparation and submission of draft report (in hard and soft copy) to SLPDC - Approximate 15 days after conducting field survey. Comments on draft report by SLPDC/IBN:20 days
- e. Conducting Public disclosure of Nepal Industrial Benefit Plan (NIBP): 20 days after comments on draft report by SLPDC/IBN finalization of draft report by SLPDC. However public disclosure may be conducted after approval of the Plan as per direction of SLPDC/IBN
- f. Submission of final draft Nepal Industrial Benefit Plan (NIBP) report to SLPDC for review after incorporation of comments/ suggestions of SLPDC: Approximate 15 days after conducting of Public Disclosure.
- g. Submission of final draft report to IBN/ GoN for approval- Approximate 10 days after finalization of final draft
- h. Resubmission of final draft report (in hard and soft copy) to SLPDC: Approximate 10 days after receipt of comments from IBN on final draft report.
- i. Approval of final Nepal Industrial Benefit Plan (NIBP) report from IBN/GoN after receiving and incorporating comments from SLPDC/IBN: Approximate 25 days
- j. Further, time is the essence of the contract and the total time period for work completion is 180 days to be reckoned from the 15<sup>th</sup> day of issuance of Letter of Acceptance (LOA).

## **3. Deliverables/ Reports:**

- (a) Submission of 2 hard Copies of draft report along with soft copy of report in pen drive for review and comments of SLPDC.
- (b) One presentation to SLPDC on the submitted draft Nepal Industrial Benefit Plan (NIBP) report prior to finalization of the draft report.
- (c) Submission of hard copies (4 no.) of final draft report in bound volume and soft copies (Pen drive) after incorporating comments/ suggestions of SLPDC.
- (d) Conducting of Public Disclosure: To be presented during Public Disclosure and make presentation/Flexes. The disclosure shall be made in local language.
- (e) Submission of final Nepal Industrial Benefit Plan (NIBP) report: 15 copies (hard) of approved final report and 2 soft copies of approved report in Pen Drive shall be submitted to SLPDC.
- (f) Submission of Nepal Industrial Benefit Plan (NIBP) booklet 500 copies in local language after approval from IBN.

## **4. Detail of Bidder's Personnel:**

As the work Nepal Industrial Benefit Plan (NIBP) involves consultation with IBN and report writing

for which multi-disciplinary inputs are required from specialists having knowledge of preparation of EIA/EMP/RAP/R&R/ Nepal Industrial Benefit Plan (NIBP). Hence the;

- a) Bidders must provide competent personnel having expertise in all functional areas to carry out required Nepal Industrial Benefit Plan (NIBP) most efficiently to the EIC after award.
- b) Study regarding requirements & usage of Nepalese resources like, cement, steel, admixtures, sand, gravel, equipment & machineries, vehicles, hotel Industry, grocery, etc and benefit to Nepalese Industry, other business opportunities to the Nepalese vendors is required to be conducted from all over Nepal as well as local business opportunities. Expertise in requirements and usage of Industrial products/ Business opportunities to Nepalese vendors in Lower Arun HEP is required for survey, preparation and approval of NIBP.

The personnel detail is required to be submitted to EIC after award but before start of execution the work.

**OTHER TERMS AND CONDITIONS:**

- (a) In addition to the Nepal Laws and Regulations specified under General Conditions of the Contract, any other Nepal laws applicable to Nepal Industrial Benefit Plan (NIBP) study shall be binding to the bidder.
- (b) The bidder shall arrange accommodation, food, transportation for its people to be deployed at site for carrying out the job at his own cost. SLPDC will not be responsible for it.
- (e) The bidder shall submit the details of accidental insurance to the personnel, deployed by the bidder for execution of the site jobs, to SLPDC before initiation of work.
- (f) The bidder shall be responsible for providing necessary PPE for the work-related activities of the personnel if required. The bidder shall be responsible for any work-related accidents throughout the contract period.
- (g) The bidder shall be directly responsible for overall safety of the personnel deployed by him for the purpose. In no case, SLPDC will be held responsible for safety of the bidder's personnel engaged against the said work.
- (h) All information and data generated or collected during the execution of the work shall be treated as confidential and shall be the sole property of Lower Arun HEP, SLPDC and the findings of the study shall not be shared or published without prior permission of Lower Arun HEP, SLPDC.
- (j) Deduction of TDS shall be as per applicable rules.
- (m) In case of any ambiguity in interpretation of any contract clause related to this work, the decision of EIC shall be final and binding.

**SECTION-IV**  
**INSTRUCTIONS TO BIDDER**  
**(ITB)**

## **INSTRUCTIONS TO BIDDERS (ITB)**

### **A. General**

#### **1. Scope of Proposal: -**

- 1.1 The SJVN Lower Arun Power Development Company Private Ltd., hereinafter referred to as SLPDC, invites bids for **Hiring of Agency for Preparation of Nepal Industrial Benefit Plan (NIBP) of 669 MW Lower Arun HEP and Approval from Investment Board of Nepal (IBN)** based on Model PDA of Government of Nepal, its Submission and arranging approval from GoN as described in Brief Objective & Detailed Scope of Works/Services, (Section-III, Detailed Scope of Works/Services) and referred to as “the Services”.
- 1.2 The successful Bidder will be required to complete the Services in the Time for Completion mentioned in the RFP document.
- 1.3 Throughout these documents, the terms “bid”, “tender”, “proposal” & “Bidder” and their derivatives (tender/proposal, bidding/tendering, Bidder/Agency/Firm/Consultant etc.) are synonymous.

#### **2.0 Eligible Bidders: -**

- 2.1 This Invitation for Bid is open to Bidder/Agency/Firm/Consultant having Registered office in Nepal & who meet the Qualification Criteria as defined in Clause 3.0 hereunder (Section-IV, ITB).
- 2.2 Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Governments (India/Nepal) on date of submission of Bid.
- 2.3 Deleted without change in Sr. no.

#### **3.0 Minimum Qualifying Requirements (MQR):-**

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

- i. Experience of having successfully completion/ approval of 01 (one) no. environmental study (EIA)/ Resettlement Action Plan (RAP)/Resettlement & Rehabilitation Plan (R&R Plan)/ Nepal Industrial Benefit Plan (NIBP) in respect of any Hydro project (50 MW or more).

To substantiate specific experience, consultant shall produce documentary evidences such as work order/letter of award/ contract agreement along with successful completion certificate from the agency/firm for which work was executed within 7 years (the end date of completion of works should fall within the preceding 7 years) ending last day of month previous to the one in which bids are invited.

- ii. Average Annual turnover during the last 3 Financial years, ending 15<sup>th</sup> July 2023 should be at least i.e., **NPRs 8,47,500/-**.

In support, annual financial statement (audited /duly signed balance sheet, profit & loss account statement of income & expenditure or tax clearance certificates obtained from Inland Revenue department for the past three financial years are to be submitted.

### **3.2 Other requirements/Terms and condition:**

- i. Firm/ Company Registration in Nepal
- ii. PAN/VAT

### **3.3 Joint Venture / Consortium are not eligible for Bidding.**

In support of above mentioned qualifying criteria at Sr. No. 3.1 to 3.2, the bidder shall submit copy(s) of documentary proof (i.e. 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 as detailed above.

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.

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

### **4.0 Cost of Bid Preparation & Earnest Money Deposit (EMD)/Bid Security: -**

4.1 **Cost of Bid Preparation:** - The Bidder shall bear all costs associated with the preparation and submission of his proposal and SLPDC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4.2 **Earnest Money Deposit (EMD)/Bid Security:** - 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

- a) 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 1.5 herein-above. The said Bank Guarantee should be as per the format provided in Section-V of tender document and shall be valid for 135 days from the date of opening of bid.

Or

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

#### **Account Details:**

Name of Bank: Everest Bank Limited, Nepal

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

Acc. No.: 00100105202617

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

However, if Bidder/Firm opt for submission of Earnest Money Deposited (EMD)/Bid Security

directly in the bank account of SLPDC, then the documentary evidence/ proof of same (swift statement/ transfer statement/ account statement) has to be submitted along with technical bid in Part-I.

b) EMD of the bidder shall be forfeited:

i. if the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of validity of the bid.

or

ii. Adopts corrupt or fraudulent practices

or

iii. Does not accept the correction of the Bid Price.

c) EMD of the bidder shall be forfeited, in the event of non-compliance of Letter of Acceptance including non-completion of assigned jobs etc. by the successful bidder.

d) The EMD of unsuccessful bidders shall be released within 28 days after the issuance of Letter of Acceptance and the EMD of the successful bidder shall be released within 28 days after the issuance of Letter of Acceptance subject to furnishing of requisite Performance Security in accordance to Sr. No. 25 of ITB, Section-IV.

e) No interest shall be payable by SLPDC on EMD.

## **5.0 Site Visit:-**

5.1 The prospective Bidders are advised to visit the project site before submission of their bid Proposal. The Firm/agency shall bear all costs associated with the site visit.

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

5.2 The office of SLPDC is located at Tumlingtar. Lower Arun Hydro Electric Project (669 MW) lies in the Sankhuwasabha & Bhojpur district, Nepal. 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.

## **6.0 Clarification: -**

A prospective bidder requiring any clarification regarding RFP document may notify to the Chief Engineer (P&C), SLPDC, Satluj Bhawan, Arun Sadan, Tumlingtar, Distt. Sankhuwasabha, Nepal. Ph: +977-29-575154. Email: [pnc.lahep@sjvn.nic.in](mailto:pnc.lahep@sjvn.nic.in)

## **7.0 Amendment(s) -**

7.1 At any time prior to the deadline for submission of bid proposal, SLPDC may amend the RFP Document by the issuance of an addendum/corrigendum.

7.2 The corrigendum's and amendments if any shall be uploaded only on <https://sjvn.nic.in/tender-notice/97>, <https://slpdc.com.np/page/tender.html>. all the bidders are requested to frequently visit the aforementioned websites till the schedule date of submission of bid.

7.3 The addendum thus issued shall be part of the bidding documents and shall be communicated

to all prospective bidders who have purchased the Bidding Documents. Prospective bidders shall promptly acknowledge receipt thereof to the SLPDC.

- 7.4 In order to afford prospective bidders reasonable time in which to take an addendum into account for preparing their bid, SLPDC may, at its discretion extend, as necessary, the deadline for submission of bids in accordance with Para-14.0 (Section-IV, ITB) hereof.

**B. Preparation of Bid Proposal: -**

**8.0 Language of Bid:-**

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

**9.0 Bid Price: -**

- 9.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole Works as described in the RFP Document based on Priced Schedule/Bill of Quantity submitted by the bidder.

- 9.2 The firms/agencies shall offer rates & prices “on Firm Price Basis”. The quoted rates shall be inclusive of all taxes and duties including VAT and SLPDC shall not bear anything extra on this account.

- 9.3 The rates and amounts shall be quoted in decimal in such a manner that no interpolation is possible. The rates and amounts shall be written both in words and figures. In case of ambiguities in between the rate in figures and the rate in words, the rate quoted in words shall prevail and the amount shall be corrected accordingly. The SLPDC reserves the right to adjust arithmetical or other errors in any tender/quotation in the way which it considers suitable. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting. Corrections by applying correcting fluid shall not be permitted.

- 9.4 The bidder may quote for one or more item(s) of Bill of Quantities/Priced Schedule and shall fill in unit rates and prices for Works described in the Bill of Quantities/Priced Schedule as per all requirement/all work activities/deliverables as per scope of work. The bid shall be evaluated on Item rate basis and the award shall be made based on the lowest rate quoted by the Bidder for particular BOQ Item (s). If the rate quoted by the bidder for a particular item(s) is nil i.e zero then it shall be presumed that bidder has not quoted the rate for that particular items

- 9.5 Only unconditional discount offered by the Bidder in the Price Bid shall be considered for evaluation.

- 9.6 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.

**10.0 Currencies of Bid and Payment: -**

**10.1 Deleted without change in Sr. No.**

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

## **11.0 Bid Validity Period: -**

- 11.1 Bids shall remain valid for acceptance for a period of 90 days (ninety) from date of opening of Techno-Commercial Bids.
- 11.2 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-4.0 (Section-IV, ITB) hereof in all respects.

## **12.0 Signing of Proposal**

- 12.1 The original RFP document as downloaded from website(s) shall be duly filled and signed by a person or persons duly authorized to sign on behalf of the bidder under legally enforceable Power of Attorney. All the pages of the bid shall be signed and stamped at the lower right hand corner by the person or persons signing the bid.
- 12.2 The bid shall not contain any alterations or additions or deletions except those to comply with the instructions issued by the Employer or as necessary to correct errors made by the bidder in which case, such corrections shall be initialed by the person or persons signing the bid.
- 12.3 The Bid should be signed by legally authorized signatory only:
- 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) *Deleted without change in Sr. No.*
  - 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.

## **C. Submission of Bids:-**

### **13.0 Documents comprising the Proposal and manner of Submission thereof:**

#### **13.1 The bid shall consist of two parts as under:**

##### **Part-I: Techno-commercial bid (i.e. Excluding price bid)**

The following documents duly signed shall be submitted in this part of the proposal:

- a. Bid Security/EMD and Cost of Tender Document (**In case of payment against cost of Tender Document/EMD have been made directly in the account of SLPDC, proof of same**);
- b. Power of Attorney in favour of authorized signatory (as required);
- c. Letter for Tender, Form of Declaration and Undertaking - **Form A**;
- d. Financial Information Form - **Form B**;
- e. Technical/Work Experience - **Form C**;
- f. Copy of VAT/PAN and Company Registration Certificate (In case of firm/company bidder shall submit the certificate of incorporation along with article of association & article of association, as applicable);
- g. *Deleted without change in Sr. No.*
- h. All the documents as specified under clause No. 2.0 & 3.0, 'Eligible bidder' &



*'Minimum Qualifying Requirements'* of Section-IV, Instructions to Bidder.

- i. Deleted without change in Sr. No.
- j. Bank Account Detail

## **Part-II: Price Bid**

Comprising of Price Bid, duly filled in & signed Bill of Quantities (BOQ).

- 13.2 The Bidder shall adopt the Item rate method for Price Bid as specified in Bill of Quantities/Priced Schedule and the bid shall be evaluated on item rate basis. If the rate quoted by the bidder for a particular item(s) is nil i.e zero then. it shall be presumed that bidder has not quoted the rate for that particular items.
- 13.3 In the “Techno-Commercial” part of the bid (i.e. Part-I) 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.
- 13.4 The part II of the bid (i.e. Price bid) shall be strictly in accordance with the forms provided in the Bill of Quantities /Price Schedule.
- 13.5 The bidder shall not take any deviation from the bid conditions.
- 13.6 The bidder shall also fill, sign and stamp each page of the documents to be submitted in Physical form (if any) forming the part of the bid.
- 13.7 **The Part-I & Part-II of the bids shall be packed and submitted in the following manner.**
  - i. Part-I & Part-II of the bids shall be kept in separate sealed envelopes/covers duly super scribed with the “The Part-I (Techno Commercial Bid including Bid security, Cost of Tender Document) and Part-II (Price Bid).
  - ii. The two separate covers containing Part-I & Part –II of the bid shall then 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 \_\_\_\_\_ {Bidder shall mention scheduled date & time as per Sr No. 1.7 of RFP or its extension if any}
- 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.

- .13.8 The bid as above shall be submitted either in person or through courier or by post to following address:-

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

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

## **14.0 Deadline for Submission of Bids: -**

- 14.1 The Proposal shall be received by SLPDC not later than the time & date specified at Sr. No. 1.6 of Request for Proposal (RFP) at the address specified at Sr. No. 1.10 of Request for

Proposal (RFP). SLPDC shall not be responsible for any delay in receipt due to any reason whatsoever and/ or for loss of the proposal in postal transit.

- 14.2 SLPDC may extend the deadline for submission of bids by issuing an amendment in accordance with Sr. No. 4 of Request for Proposal, in which case all rights and obligations of the SLPDC and the Bidders previously subject to the original deadline will then be subject to the new deadline.

**15.0 Late/Delayed Proposal: -**

Any proposal received by SLPDC after the deadline prescribed by the SLPDC in accordance with Para-14.0(ITB) hereof will remain un-opened.

**16.0 Modification and Withdrawal of Bids: -**

- 16.1 The bidder may modify or withdraw his bid after bid submission, provided that the modification or notice of withdrawal is received in writing by the SLPDC prior to the prescribed deadline for submission of bids.
- 16.2 The bidder's modification or notice of withdrawal shall be prepared, sealed, marked and delivered in accordance with the Para 12.0 (ITB) & 13.0 (ITB) hereof, with the inner envelopes additionally marked "Modification" or "Withdrawal" as appropriate.
- 16.3 Subject to Para-18.0(ITB), no bid may be modified subsequent to the deadline for submission of bids.
- 16.4 Withdrawal/Modification of bid between the deadline for submission of bids and the expiry of the period of bid validity or as extended pursuant to Para-11.0(ITB) hereof shall result in the forfeiture of the bid security pursuant to Para-4.0(ITB) hereof.

**17.0 Bid Opening: -**

- 17.1 Bids for which an acceptable notice of withdrawal has been submitted pursuant to Para-16.0(ITB) hereof shall not be opened.
- 17.2 Then, the Part-I of the bid i.e., the envelope containing bid security & cost of tender document and the document as per 13.1 of ITB shall be opened. The bids whose bid security/ cost of tender document is either deficient in value and/ or form, will be rejected outrightly & will not be evaluated further. The envelope of modification pursuant to Para-16.0 (ITB) hereof, if any, to this part of bid shall be opened first.
- 17.3 The "Price Bid" (Part-II of the bid) shall be opened at a subsequent date for which a separate intimation will be sent. It will be discretion of the SLPDC to invite all the bidders to be present at the time of opening of price bids or only those bidders whose bids are ascertained to be techno-commercially responsive. The envelope of modification pursuant to Para-16.0 (ITB) hereof, if any, to this part of bid shall be opened first.
- 17.4 Bidder's authorized representatives may attend the bid opening. The officers of the SLPDC authorized for opening of bids will announce the bidder's name, written notifications of bid withdrawal if any, the presence or absence of the requisite bid security, the deviations taken by the bidder's etc., and any such detail as the said officer(s) may consider appropriate. The bidder's representative(s) shall sign register provided by SLPDC for evidencing their participation in the process of bid opening.
- 17.5 If it happens to be a holiday or due to any other technical reasons like nonavailability of the Committee Members etc. on the day of opening of the tender, the Bids shall be opened on next working day at the same place and time.

## **18.0 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-20.1(ITB) hereof.

## **19.0 Determination of Responsiveness & Techno-Commercial evaluation: -**

19.1 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 & 3.0 of ITB hereof;
- ii) has been properly signed by an authorized representative.
- iii) is accompanied by the required securities, and
- iv) is substantially responsive to the requirements of the bidding documents.

19.2 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.

19.3 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 or by submission of subsequent clarifications.

19.4 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.

## **20.0 Commercial evaluation: -**

20.1 Bids determined to be substantially responsive will be checked by the SLPDC for any arithmetic errors. Errors will be corrected by the SLPDC as follows:

- i) where there is a discrepancy between unit rate in figures and in words, the unit rate in words will govern; and
- ii) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted in words will govern.
- iii) In case error due to wrong extension of quantities, the quantities as specified in the Bid documents will be considered and multiplied by the unit rates quoted in words to obtain the amount.

20.2 The amount stated in the Bid will be adjusted by the SLPDC in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, his bid will be rejected and the bid security shall be forfeited.

**20.3 Evaluation and Comparison of Bids: -**

- 20.3.1 The SLPDC will evaluate and compare only the bids determined to be substantially responsive to the requirements of the Bidding Documents in accordance with Para-19.0(ITB) hereof.
- 20.3.2 In evaluating bids, SLPDC will determine, for each bid, the Evaluated Bid Price by adjusting the bid price as follows.
- i) Making any correction for errors pursuant to sub-Para-20.1 (ITB) hereof;
  - ii) Making an appropriate adjustment to reflect discounts or other price modifications offered in accordance with Para-16.0(ITB) hereof.
  - iii) Making an appropriate adjustment for the discount offered by the Bidder. Only unconditional discount offered by the bidder on the Performa for Price Bid shall be considered.

**21.0 Award Criteria: -**

Subject to Para-22.0 (ITB) 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-20.0 (ITB) hereof and the evaluated Bid Price is within a reasonable variation of the estimated cost of tendered Works.

**22.0 SLPDC Right to accept any Proposal and to reject any or All Bids: -**

Notwithstanding Para-21.0(ITB), the SLPDC reserves the right to accept or reject any bid or to annul the bidding process and reject all bids, at any time, 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.

**23.0 Notification of Award: -**

- 23.1 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”).
- 23.2 The notification of award will constitute the formation of the Contract.

**24.0 Signing of Contract Agreement: -**

- 24.1 Within twenty-eight (28) days from issuance of Letter of Acceptance, on a date and time mutually agreed upon, the successful bidder or his authorized representative shall attend the Office of Chief Engineer (P&C), Arun Sadan, SLPDC Office Complex, Tumlingtar, Nepal for signing of the Agreement. The Performa of Agreement is as at **Annexure-I**.
- 24.2 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.

**25.0 Performance Security Deposit: -**

- 25.1 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, plus additional security (if required) for unbalanced bids in accordance with Clauses 20.3.2(iii) of ITB, valid till 60 days beyond Contract Period.

25.2 The Performance Security Deposit shall be in one of 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 contract completion period.**

### **25.3 Deleted without change in Sr. No.**

25.4 Failure of the successful Bidder to comply with the requirements of Clause 25.1(ITB) 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.

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

25.6 In case of delay in submission of performance security beyond 28 days as provided in clause 25.1 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 RFP.

25.7 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.

### **26.0 Process to be Confidential: -**

26.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to Bidder or any other persons not officially concerned with such process. Any attempt by a Bidders to influence SLPDC’s processing of bids or award decisions may result in the rejection of his Bid.

### **27.0 Corrupt or Fraudulent Practices:-**

The Employer requires the bidders/Consultants under this contract observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer:

(a) defines, for the purpose of these provisions, the terms set forth below as follows:

- 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; and
- ii. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to be detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at

artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

- (b) will reject a Bid for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (c) Will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

**28. Variation in Bidding Conditions**

Bidder shall submit offers which comply fully with the requirements of the Bidding /RFP Document. Bids which take deviations from the terms and conditions mentioned therein will not be considered.

# **SECTION-V**

## **LETTER OF TENDER, FINANCIAL & TECHNICAL INFORMATION FORMS**

**LETTER OF TENDER / RFP****To,****Chief Engineer (P&C),  
SLPDC, Tumlingtar.**

1. We have read and examined the following RFP/Bidding Documents relating to “**Hiring of Agency for Preparation of Nepal Industrial Benefit Plan (NIBP) of 669 MW Lower Arun HEP And Approval from Investment Board of Nepal (IBN).**”

<b>Sr. No.</b>	<b>Description</b>
<b>Section-I</b>	Request for Proposal (RFP)
<b>Section-II</b>	Brief Description of Project
<b>Section-III</b>	Scope of work
<b>Section-IV</b>	Instructions to Bidder (ITB)
<b>Section-V</b>	Letter of Tender & Technical Information Forms.
<b>Section-VI</b>	General Conditions of Contract (GCC)
<b>Section-VII</b>	Special Condition of Contract (SCC)
<b>Section-VIII</b>	Bill of Quantities

2. We hereby submit our proposal for said assignment upon the terms and conditions contained or referred to in the aforesaid documents.
3. We agree to keep this proposal open for acceptance for 90 days from the 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. We certify that the proposal submitted by us is strictly in accordance with the terms, conditions, specifications etc. as contained in this Bidding Documents, referred to in paragraph-1 above, and it does not contain any deviations to the aforesaid documents. Further, deviations, if any, which might have crept inadvertently, are automatically deemed to have been withdrawn by us without any reservation.
5. It is further certified that information furnished in the proposal submitted by us is correct to



the best of our knowledge and belief.

6. This 'LETTER OF TENDER/RFP' is made in the full understanding that:
  - a. Through this tender, SLPDC intends to “**Hiring of Agency for Preparation of Nepal Industrial Benefit Plan (NIBP) of 669 MW Lower Arun HEP And Approval from Investment Board of Nepal (IBN)**”.
  - b. Bidding process may be subject to verification of all information submitted at the discretion of SLPDC.
7. I/We agree to abide by and fulfill all the terms and conditions and provisions of the above-mentioned tender documents.

(Signature of person duly authorized to sign the proposal on behalf of the Bidder/Firm/Agency along with Seal of Company)

**Name** \_\_\_\_\_

**Designation** \_\_\_\_\_

**Contact No. /Email ID** \_\_\_\_\_

**Witness:**

Name \_\_\_\_\_

Signature \_\_\_\_\_ Designation \_\_\_\_\_ Date \_\_\_\_\_

Name of Company \_\_\_\_\_

Telephone No./Email ID \_\_\_\_\_

**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 **“Hiring of Agency for Preparation of Nepal Industrial Benefit Plan (NIBP) of 669 MW Lower Arun HEP and Approval from Investment Board of Nepal (IBN)”** 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)**

**Contact no :.....**

**E-mail Address:.....**

## UNDERTAKING REGARDING BLACKLISTING

To: [Name and address of Employer]

Dear Sir,

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

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

**#Copy of cancelled cheque may also be attached`**

**AVERAGE ANNUAL TURNOVER**

Bidder's Name &amp; Address

To:  
SAPDC

We declare that the Average Annual Financial Turnover during the last 3 years, ending 15<sup>th</sup> July 2023 are as under:

<b>Sr. No.</b>	<b>Period</b>	<b>Turnover</b>
1.	2020-21(AD) / 2077-78 (BS)	
2.	2021-22(AD) / 2078-79 (BS)	
3.	2022-23(AD) / 2079-80 (BS)	
4.	Average Annual Financial Turnover for the last three (03) completed financial years	

**STATEMENT OF EXPERIENCE OF FIRM: INDIVIDUALLY OR THROUGH ASSOCIATES/EXPERTS**

We declare that we ourselves as Agency/Firm: individually or through Associates/Experts have experience/involvement in environmental study (EIA)/ Resettlement Action Plan (RAP)/Resettlement & Rehabilitation Plan (R&R Plan)/ Nepal Industrial Benefit Plan (NIBP) in respect of any Hydro project (50 MW or more) during the last 7 years (to be reckoned from the date of issue of RFP)

<b>S.N.</b>	<b>Name of services/Work</b>	<b>Role/ Responsibilities</b>	<b>Name of Client/ Employer</b>	<b>Date of letter of Award/MOU/Contract Agreement for the relevant work/services)</b>

**Note: -**

- i. Bidder to fill in the details as provided here-in-above and attach additional pages, if necessary.*
- ii. Bidder(s) to enclose any one of document (i.e. Letter of Award/MOU/Contract Agreement for relevant work/services) in support of experience details.*

**For and on behalf of the Bidder**

.....

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

**Deleted**

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

1. Bank Guarantee(BG) 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 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 Bank Guarantee(s)/BG(s) towards EMD or Performance Security deposit (as the case may be) shall be received directly from the bank on line (through their official email) as well as offline/ hard copy (in original) under sealed cover of the issuing Bank. In case, the BG brought/submitted by the contractor in the sealed cover of the issuing bank, may also be accepted/considered.



**FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

**(Refer clause 4.0 of Section-IV)**

WHEREAS \_\_\_\_\_ (Name of Bidder) (hereinafter called “the Bidder”) has submitted his bid dated \_\_\_\_\_ (date) for **“Hiring of Agency for Preparation of Nepal Industrial Benefit Plan (NIBP) of 669 MW Lower Arun HEP and Approval from Investment Board of Nepal (IBN).”**

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 Arun-3 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 Clause 25.0 of Section-IV, ITB of Tender Document, or
  - c. does not accept the correction of the Bid Price pursuant to Clause-20.0 of Section-IV, ITB.
  - d. adopts corrupt or fraudulent practices

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

This Guarantee will remain in force up to and including the date 180 days after the deadline for submission of Bids as stated in the invitation to bid or as it may be extended by the SJVN Arun-3 Power Development Company Private Limited notice of which extensions(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE \_\_\_\_\_

SIGNATURE OF THE BANK \_\_\_\_\_

WITNESS \_\_\_\_\_

SEAL \_\_\_\_\_

(Signature, name and address)

**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT**

**(Refer clause 25.0 of Section-IV, ITB)**

Date:

To,  
Name & Address of the Employer

We have been informed that .....(the "Bidder/Contractor/Firm/Consultant/Agency/company"), having its registered office at ..... has entered into an Agreement on .....2024 with you for the work of "a. **"Hiring of Agency for Preparation of Nepal Industrial Benefit Plan (NIBP) of 669 MW Lower Arun HEP and Approval from Investment Board of Nepal (IBN)."**

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 Contract Period (the "**Expiry Date**").

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

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

accordance with the Laws of Nepal and will be subject to the jurisdiction of the courts of Nepal.

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

Notwithstanding anything contained hereinabove:

- (1) Our liability under this Guarantee shall not exceed the Security Amount
- (2) Any demand may be brought by 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 honored by the Guarantor where payment in respect of such demands have not been made by the Expiry Date.

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

Upon payment by the Guarantor in respect of all claims or demands made by 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. “**Hiring of Agency for Preparation of Nepal Industrial Benefit Plan (NIBP) of 669 MW Lower Arun HEP and Approval from Investment Board of Nepal (IBN).**” (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 Arun-3 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 Works/Services;
  - g) Priced Schedule of Quantities & Prices/Bill of Quantities;
  - h) Bidder's Bid other than BOQ;
  - i) Instructions to Bidder's (ITB) & Request for Proposal (RFP) and
  - 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

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

i) Name: \_\_\_\_\_  
(Authorized Signatory)

Name: \_\_\_\_\_

ii) Name : \_\_\_\_\_  
\_\_\_\_\_

Designation:

In the presence of:

In the presence of :

Name \_\_\_\_\_

Name \_\_\_\_\_

Add. \_\_\_\_\_

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.

# **SECTION-VI**

## **GENERAL CONDITIONS OF CONTRACT(GCC)**

## GENERAL CONDITIONS OF CONTRACT

### **1.0 DEFINITIONS:**

- (i) **Bill of Quantities or Schedule of Quantities & Prices:** means the priced and completed bill of quantities forming part of the Contract.
- (ii) **Contract:** means the document forming the tender, acceptance thereof and the formal agreement executed between the SLPDC and the Contractor/Bidder/Consultant, together with documents referred to therein.
- (iii) **Contract Price:** means the amount arrived at by multiplying the quantities shown in the Bill of Quantities by the respective item rates as allowed and included in the Letter of Acceptance.
- (iv) **Advisor/Firm:** means the successful Bidder who is awarded contract to perform the work covered under these tender documents and shall be deemed to include the Contractor's successors, executors, representatives or assigns.
- (v) **Employer:** means the SJVN Lower Arun Power Development Company (P) Ltd. (SLPDC), Tumlingtar, Nepal (A Subsidiary of SJVN Ltd., a joint venture of GoI & Govt. of H.P.) having Registered office at Kathmandu, Nepal, and includes therein legal representatives, successors and assigns.
- (vi) **Day:** means a calendar day beginning and ending at midnight.
- (vii) **Officer-in-Charge/ Engineer-in- Charge (OIC/EIC):** The OIC/EIC of this work nominated by the Employer or its duly authorized representative to direct, supervise and be in charge of the works for the purpose of this contract.
- (viii) **Letter of Award or Acceptance (LoA):** means a letter from the Employer/OIC conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.

### **2.0 INTERPRETATIONS: -**

- 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 issued by Employer;
- c) Corrigendum/Addendum (if any);
- d) Special Conditions of Contract (SCC);
- e) General Conditions of Contract (GCC);
- f) Detailed Scope of Works/Services;
- g) Priced Schedule of Quantities & Prices/Bill of Quantities;
- h) Bidder's Bid other than BOQ;
- i) Instructions to Bidder's (ITB) & Request for Proposal (RFP); and
- j) Any other document forming part of the Contract

#### **1.0 PRICES AND TAXES & DUTIES: -**

The firms/agencies shall offer rates & prices “on Firm Price Basis”. The quoted rates shall be inclusive of all taxes and duties including VAT and SLPDC shall not bear anything extra on this account.

Any statutory variation in the rate of taxes after the last date of submission of bid (if any), during the currency of the contract including extension thereof shall be reimbursed/adjusted on production of documentary proof.

Rates should be filled in both figures and words. In case of ambiguities in between the rate in figures and the rate in words, the rate quoted in words shall prevail and the rate/net rate shall be corrected accordingly. The SLPDC reserves the right to adjust arithmetical or other errors in any tender/quotation in the way which it considers suitable.

#### **4.0 TIME FOR COMPLETION: -**

Time for the completion of the service shall be 180 Days to be reckoned from the 15<sup>th</sup> day of issuance of Letter of Acceptance (LOA).

#### **5.0 PAYMENT: - The payments will be made in the following manner: -**

<b>S.N.</b>	<b>Activity</b>	<b>Percentage of payment</b>	<b>Remarks</b>
1	Submission of draft Nepal Industrial Benefit Plan (NIBP) report to SLPDC after incorporating complete requisite field data and proposal for review and resubmission of draft NIBP report to SLPDC/IBN	25%	
2	After submission of draft final Nepal Industrial Benefit Plan (NIBP) report to IBN/ GoN for comments	25%	
3	After conducting public disclosure and incorporation of comments/ suggestions of SLPDC and IBN.	25%	
4	After approval of Nepal Industrial Benefit Plan (NIBP) from IBN/ GoN.	25%	



## **6.0 COMPENSATION FOR DELAY: -**

If the consultant fails to complete the job as a whole, as the case may be before expiry of the period(s) of completion or any extended period allowed under clause 15, he/she 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 equivalent to 0.07% of Awarded Contract Amount per day of delay, subject to a maximum of 5% of the awarded contract amount.

## **7.0 CONTRACTOR'S DEFAULT/TERMINATION: -**

- (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 OIC 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 seven (7) days from the date of service thereof, then and in such case the Employer shall 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) If the Consultants fail to remedy a failure in the performance of their obligations.
- (c) If the said Consultant becomes bankrupt or is dissolved, or ceases to exist or if the Consultant unreasonably delays in carrying out the work entrusted to it.
- (d) SLPDC also reserves the right to terminate the engagement of the Consultant at any time if it decides not to go ahead with the proposed Services. In case of any termination, the consultant will not be entitled to any payment other than for the milestone referred to in reporting requirements which has already been achieved.
- (e) SLPDC may give notice of termination, by not less than Seven (07) days' notice to the Consultants, to be given after the occurrence of any of the events or reason specified Under clause No. 7.0 of GCC.
- (d) SLPDC, in its sole discretion and for any reason whatsoever, decide to terminate this Contract.
- (e) **Payment upon Termination:-**  
Upon termination of this Contract, SLPDC shall pay to the Consultants, the amount which shall have become due hereof for the Services satisfactorily performed prior to the effective date of termination.
- (f) The termination of the contract under this clause No. 7.0 of GCC 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.

## **8.0 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.

## **9.0 Deleted without change in Sr. No.**

## **10.0 INSURANCE:-**

10.1 The cost towards client's liability and workers compensation insurance in respect of personnel such as life, health, accident, travel etc as appropriate and fulfilling all risks covering insurance liabilities shall be borne by the Contractor as per prevailing laws and practices of Nepal.

10.2 Deleted without change in S.N.

## **11.0 VAT/TAXES & DUTIES:-**

The firms/agencies shall offer rates & prices "on Firm Price Basis". The quoted rates shall be inclusive of all taxes and duties including VAT and SLPDC shall not bear anything extra on this account.

Any statutory variation in the rate of taxes after the last date of submission of bid (if any), during the currency of the contract including extension thereof shall be reimbursed/adjusted on production of documentary proof.

## **12.0 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.

## **13.0 Deleted without change in Sr. No.**

## **14.0 Deleted without change in Sr. No.**

## **15.0 EXTENSION OF TIME:-**

Time for completion of consultancy is defined under Clause 4 of GCC, however, if there is any delay/causes, which in the opinion of consultant is beyond his/her control, e.g., delay in receiving of comments/approval from SLPDC/SJVN or GoN or any third party, in that case, such events

shall be brought out in the notice of SLPDC by the consultant in writing within 07 days of occurrence of event.

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

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

#### **16.0 CHANGES IN CONSTITUTION:-**

In case of any change of constitution of the Bidder/Firm/Agency/Consultant, the rights of SLPDC should not suffer.

#### **17.0 SAFETY:-**

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

#### **19.0 SUBLETTING OF CONTRACT:-**

The Bidder/Contractor shall execute the work himself and no part of the contract shall be, without the prior consent in writing of the OIC or Employer, sublet or transfer other than for minor details, provided that any such consent shall not relieve the Bidder from any obligation, duty or responsibility under the Contract.

#### **18.0 Deleted without change in S.N.**

#### **20.0 SETTLEMENT OF DISPUTE:-**

- 20.1 A notice of the existence of any dispute or difference in connection with this Contract, shall be served by either party within 30 days from the date of existence of such dispute or difference or after the attempt by the parties to the Contract for amicable settlement as per **clause 20.2(GCC)** has failed, whichever is later, failing which all rights and claims under this Contract shall be deemed to have been forfeited and absolutely barred.
- 20.2 No dispute or difference arising between the parties relating to or in connection with the Contract shall be referred to arbitration unless an attempt has first been made to settle the same amicably.

#### **21.0 ARBITRATION:-**

In case of any dispute arising in out of above conditions, the matter will be initially referred to the sole arbitration nominated by CEO, SLPDC Limited. However, if dispute still remains unresolved then the dispute will be resolved as per applicable dispute resolving mechanism under Nepal's Arbitration Act. 2055. For un-resolved disputes, the Courts of Chainpur, Sankhuwasabha shall have the jurisdiction to adjudicate upon the matter.

**22.0 LAW GOVERNING CONTRACT:-**

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

**23.0 CONTRACT MATTERS TO BE TREATED AS CONFIDENTIAL:-**

All documents, correspondence, decisions and orders concerning the Contract shall be considered as confidential and/or restricted in nature by the Bidder/Contractor and he shall not divulge or allow access to them by any unauthorized person.

## **SECTION-VII**

### **SPECIAL CONDITION OF CONTRACT (SCC)**

*Deleted without change in S.N.*

**SECTION-VIII**  
**BILL OF QUANTITIES (BOQ)**

## SCHEDULE-A (Bill of Quantity)

**Name of Work: - RFP-04/2024 “Hiring of Agency for Preparation of Nepal Industrial Benefit Plan (NIBP) of 669 MW Lower Arun HEP and Approval from Investment Board of Nepal (IBN).”**

Sr. No.	Description	Unit	Qty.	Rate (NPR Including VAT)		Amount (NPR Including VAT)
				In Figures	In Words	
1.	Preparation and approval of Nepal Industrial Benefit Plan (NIBP) of Lower Arun Hydro Electric Project from IBN as per detailed Scope of Work and other Terms & Conditions	Lump Sum	1			
<b>Total Amount (NPR) (Including VAT)</b>						
<b>Overall Discount offered, if any (%)</b>						
<b>Net Amount after Discount (NPR) (Including VAT)</b>						

DATE:

PLACE:

**For and on behalf of the bidder /Supplier**

.....

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



**SCHEDULE 17**

**NEPAL INDUSTRIAL BENEFITS PLAN GUIDANCE NOTE**

**1. OVERVIEW**

The requirements set out in this Schedule are based on the principles of good corporate citizenship, an expectation that access to early information on Project opportunities shall enable Nepal-based firms to gear up to meet the needs for supply of goods and services at competitive prices in accordance with the timelines and quality standards required by the Company. This shall ensure that the Company and Nepali industry and service suppliers can mutually benefit from having a strong competitive supplier sector based in Nepal.

**2. REQUIREMENTS**

2.1 The Company prepare a Nepal Industrial Benefits Plan that shall:

- 2.1.1 ensure full and fair opportunity of access for Nepal-based suppliers of goods and services to meet the requirements of hydro-project developments;
- 2.1.2 help in promoting a vibrant, growing, competitive supplier base within Nepal that over the time shall meet higher value-added requirements for goods and services for the Project;
- 2.1.3 encourage initiatives for joint venture and quality improvement measures that shall enhance the ability of Nepal-based suppliers to compete domestically and internationally;
- 2.1.4 promote safe and healthy working conditions among suppliers of goods and services to the Company and the Project; and
- 2.1.5 ensure Contractors afford full and fair opportunity for Nepal-based suppliers to access Project requirements for goods and services;

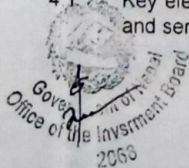
2.2 The Company shall prepare the full Nepal Industrial Benefits Plan within twelve (12) months from the date of this Agreement in accordance with this Schedule, provided that such Plan shall be subject to approval from the IBN.

**3. APPLICABILITY**

- 3.1 The applicability of this Schedule is established during the early planning and engineering phases of the Project.
- 3.2 Since there are immediate service requirements and early construction, preliminary Nepal Industrial Benefits Plans should consider the availability of engineering, legal, planning, consulting and construction services, while the detailed design phase shall enable more precision on the specific requirements for goods and services and their timing that would enable Nepal-based suppliers to be accommodated.
- 3.3 Early interaction with Nepal-based suppliers, both existing and potential, is strongly encouraged by the GON. All Project phases, from planning, regulatory, feasibility, design, construction, operation and maintenance shall be addressed in procurement plans to afford opportunities for Nepal-based suppliers for goods and services.

**4. ELEMENTS**

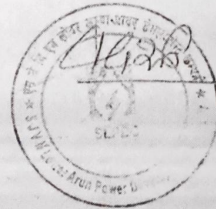
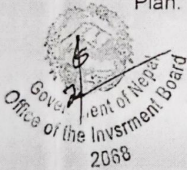
4.1 Key elements of this Plan is to provide full and fair access to domestic suppliers of goods and services shall be the following:



⑤



- 4.1.1 itemisation and quantification of goods and services required over the Generation Project life cycle, and plans for sharing this information with potential suppliers well in advance to enable them to compete on a full and fair basis;
  - 4.1.2 key measures that shall be followed to help enhance local supplier prospects of business success;
  - 4.1.3 designate an Industrial benefits officer, who shall work with domestic suppliers on opportunities to meet mutual needs;
  - 4.1.4 interaction with key domestic suppliers to help them understand the timing, quantity and quality requirements for goods and services;
  - 4.1.5 support GON initiatives for domestic supplier development activities to enhance upgrading of capabilities and product and services quality and competitiveness;
  - 4.1.6 encouraging joint ventures between local and foreign suppliers to enhance knowhow transfer;
  - 4.1.7 excluding major construction contracts, proper structuring of procurement packages at a scale to encourage domestic supplier participation, where possible;
  - 4.1.8 providing appropriate feedback where established local suppliers were unsuccessful bidders;
  - 4.1.9 promote local business development and sourcing initiatives.
- 4.2 The Company shall submit yearly progress reports to the IBN on the implementation of this Plan.





expressly provided for in this Agreement, hold any shares or interest or own or participate in any undertaking other than the Project, except with IBN's prior written approval (not to be unreasonably withheld).

**11.2 EIA/IEE/BES**

- 11.2.1 The Company shall comply with the EIA, BES, this Agreement, the Plans and the Performance Standards.
- 11.2.2 The Parties acknowledge that the EIA for the Project have been submitted to the relevant Concerned Agencies and are pending approval. The Company shall submit IEE to the relevant Concerned Agency for approval. The Parties further acknowledge that Concerned Agency's approval of any initial environment examination report is subject to, amongst other factors, the Transmission Line avoiding national parks and protected areas (designated as such as of the Agreement Date).
- 11.2.3 The EIA has been prepared in English. The summaries of the EIA shall be submitted to IBN in Nepali language.
- 11.2.4 The Company shall comply with the EIA, the IEE or BES (and cause its Contractors to comply) and shall promptly rectify any non-compliance with such EIA, the IEE or BES (as the case may be) upon notification from IBN or the relevant Concerned Agencies of such non-compliance.

**11.3 Plans**

- 11.3.1 The Company shall prepare, implement and comply with the Plans in accordance with the Laws of Nepal, this Agreement and Performance Standards.
- 11.3.2 Without prejudice to the generality of Section 11.3.1 (*Plans*), the Company shall prepare and submit the following Plans for IBN's review:
  - (A) no later than the date as specified in the Project Implementation Schedule, the Local Benefit Sharing Plan, in accordance with the guidance notes set out in Schedule 15 (*Local Benefit Sharing Plan Guidance Note*);
  - (B) no later than the date as specified in the Project Implementation Schedule, the Nepal Employment and Skills Training Plan, in accordance with the guidance notes set out in in Schedule 16 (*Nepal Employment and Skills Training Plan Guidance Note*);
  - (C) no later than the date as specified in the Project Implementation Schedule, the Nepal Industrial Benefits Plan, in accordance with the guidance notes set out in Schedule 17 (*Nepal Industrial Benefits Plan Guidance Note*).
  - (D) no later than the date as specified in the Project Implementation Schedule, the Resettlement and Rehabilitation Plan prepared in accordance with one of the performance standards referred to in Section 11.4 (*Performance Standards*), such that it is in compliance with the Laws of Nepal and this Agreement;
  - (E) no later than the date as specified in the Project Implementation Schedule, the Disaster Management Plan, such that it is in compliance with the Laws of Nepal, this Agreement and in accordance with the guidance notes set out in Schedule 13 (*Disaster Management Plan Guidance Note*) taking into consideration the different flood eventualities, GLOF, (if required by the EIA), and any other natural calamity that could occur at various stages of construction and operation of the Project; and

