



**SJVN ARUN-3 POWER DEVELOPMENT COMPANY  
Pvt. Ltd.**

(A Subsidiary of SJVN Registered in Nepal)

**Arun-3 HYDRO POWER PROJECT, NEPAL**

**TENDER DOCUMENT**

**[DOMESTIC COMPETITIVE BIDDING (NEPAL)]**

**Name of work:** Construction of prefabricated structures office and residential building at Tumlingtar, Arun-3HPP, Distt. Sankhuwasabha, Nepal.

**PCD-64/2016**

Estimated Cost: **NPRs. 4, 51, 32,555/-**

Earnest Money: **NPRs. 9, 03,000/-**

Time Limit: **07 Calendar Months**

Tender Fee: **NPRs. 2,500/-**

Mode of Tender: **Open Tender**

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# **SECTION-I**

## **NOTICE INVITING TENDER**



## SJVN Arun-3 Power Development Company (P) Ltd.

Khandbari, Nepal

(Registration No: 111808/69/070)

SAPDC/SM(P&C)/Arun-3HPP/PCD-64/2016

Dated:

### NOTICE INVITING TENDER DOMESTIC COMPETITIVE BIDDING (NEPAL)

1. SJVN Arun-3 Power Development Company (P) Ltd. (SAPDC), Khandbari, Nepal (A Subsidiary of SJVN, a joint venture of GoI & Govt. of H.P.) having Registered office at Kathmandu, Nepal invites Sealed lump sum and item rates basis under three Envelops bid system from the eligible Contractors registered in appropriate category in States /Central Govt. Agencies in Nepal, for the following work:

1.	<b>Name of Work:</b>	Construction of prefabricated structures for residential and office building at Tumlingtar, Arun-3HPP, Distt. Sankhuwasabha, Nepal.
1.1	<b>Tender No</b>	PCD-64
1.2	<b>NIT reference</b>	PCD-64
1.3	<b>Time Allowed for Completion of whole of the works</b>	Total time for completion of work has been kept 7 months which is inclusive of design & mobilization period.
1.4	<b>Estimated Cost</b>	NPRs. 4,51,32,555/- (Inclusive of VAT@13%).
1.5	<b>Cost of Bidding Document (Non refundable).</b>	NPRs. 2,500/- in the form of bank draft/Manager's cheque payable at Khandbari, Nepal in favour of <b>SJVN Arun-3 Power Development Company Pvt. Ltd.</b>
1.6	<b>Date and time for availability of Bidding document</b>	01/08/2016 to 21/08/2016, (13.00 Hrs.)
1.7	<b>Earnest Money Deposit</b>	NPRs 9, 03,000/- (to be submitted as per clause no. 14 Section-III, ITB).
1.9	<b>Last date &amp; time for submission of Bid(s).</b>	21/08/2016 Time: 15.00 Hours.
1.10	<b>Time and Date for opening of part-1 and part-II (Techno-commercial bid).</b>	21/08/2016 Time: 15.30 Hours.
1.11	<b>Time and Date of opening Financial Bid(s).</b>	To be intimated separately.
1.12	<b>Bid validity period</b>	The bids shall remain valid for acceptance for a period of 180 days from the date of opening of Techno-Commercial Bids.

<b>1.13</b>	<b>Place of submission/opening bid/Bids.</b> (As per Sr. No. 17.7 of ITB,Section-III)	Sr. Manager(P&C), Arun-3HPP SAPDC, 3-Lokanthali, Madhyapur (Thimi)- 16, Kathmandu, Nepal.
<b>1.14</b>	<b>Authority/Officer inviting Tender</b>	Sr. Manager(P&C), Arun-3HPP, SAPDC, Plot no. 583, Sajak Tole Koshi Highway, Khandbari Distt. Sankhuwasabha, Nepal Phone:-+977-29560766 <a href="mailto:pnc.sapdc@gmail.com">pnc.sapdc@gmail.com</a>

2. Bidding document consisting of qualification information and eligibility criterion of Tenders, plans, specification, drawings, the bill of quantities of work to be done and the set of terms and conditions of contract will either be viewed and downloaded by the bidders on SJVN /SAPDC web sites i.e. [www.sjvn.nic.in](http://www.sjvn.nic.in) & [www.tenders.gov.in](http://www.tenders.gov.in) or tender document may also be purchased from SAPDC offices at Kathmandu and Khandbari. The bidders, after downloading the bidding document from the web site may submit the bid either by post or physically in the tender box kept in the SAPDC office address given above at Sr. No. 1.13.
- 2.1 Bids of those Bidders who have submitted the requisite Tender document fee and EMD (as per ITB Clause) shall be considered for bid evaluation.

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

**3. A IN CASE OF SOLE BIDDER**

- a) Average Annual Construction Turnover during the last 3 years, ending 15th July 2015, should be at least **NPRs. 1,35,40,000/-**
- b) To qualify for award of Contract, each bidder should have experience of having successfully completed similar works as Contractor or JV member or approved sub-contractor during last seven years ending last day of month previous to the one in which bids are invited should be either of the following:
- i) Three similar completed works costing not less than **NPRs 1,80,53,000/-** each,  
 OR
- ii) Two similar completed works costing not less than **NPRs 2, 25, 66,500/-** each,  
 OR
- iii) One similar completed works costing not less than **NPRs 3, 61, 06,000/-**

**IN CASE OF JOINT VENTURE**

The bidder may also participate in Joint Venture provided he fully meets the following requirements:

- a) In case of JV, lead partner must meet at least fifty percent (50%) of the requirement specified in 3 A (a), other partner must meet at least Twenty Five (25%) of the requirement specified in 3 A (a) and JV in totality must meet the total (100%) of the requirement
- b) **In case of JV of Two/Three Firms/ Partners:-**

**In case of JV of Two Firms/ Partners**

- i) At least one completed work of similar nature costing not less than the amount equal to **NPR 3, 61,06,000/-** shall be fulfilled by lead partner.

OR

- ii) Two completed works of similar nature each costing not less than **NPR 2,25, 66,500/-** shall be fulfilled as under:
  - a) One completed work of similar nature amounting to at least **NPR 2, 25,66,500/-** or more, shall be fulfilled by lead partner

AND

- b) One completed work of similar nature amounting to at least **NPR 1,12,83,500/-** or more, shall be fulfilled by other partner.

**(All the partners of the Joint Venture have to collectively satisfy 100% of the criteria equivalent to NPRs 4, 51,32,555/-)**

OR

- iii) Three completed works of similar nature each costing not less than **NPR 1,80,53,000/-** shall be fulfilled as under:
  - a) Two completed works of similar nature each amounting to at least **NPR 1,80,53,000/-** or more , shall be fulfilled by lead partner

AND

- b) One completed work of similar nature amounting to at least **NPR 90,26,500/-** or more, shall be fulfilled by other partner.  
**(All the partners of the Joint Venture have to collectively satisfy 100% of the criteria equivalent to NPR 5, 41,59,066).**

### **In case of JV of Three Firms/ Partners**

- i) The criteria of at least one completed work of similar nature costing not less than the amount equal to **NPR 3,61,06,000/-** shall be fulfilled by lead partner.

OR

- ii) At least two completed works of similar nature each costing not less than **NPR 2,25,66,500/-** shall be fulfilled as under:
- a) One completed work of similar nature amounting to at least **NPR 2,25,66,500/-** shall be fulfilled by lead partner.

AND

- b) One completed work of similar nature amounting to at least **NPR 1,12,83,500/-** or more shall be fulfilled by any of the partners.

**(All the partners of the Joint Venture have to collectively satisfy 100 % of the criteria equivalent to NPRs. 4,51,32,555/-)**

OR

- iii) At least three completed works of similar nature each costing not less than **NPR 1,80,53,000/-** shall be fulfilled as under:
- a) One completed work of similar nature amounting to at least **NPR 1,80,53,000/-** or more shall be fulfilled by lead partner

AND

- b) One completed work of similar nature amounting to at least **NPR 90,26,500/-** or more shall be fulfilled by partner - 1.

AND

- c) One completed work of similar nature amounting to at least **NPR 90,26,500/-** or more shall be fulfilled by partner - 2.

**(All the partners of the Joint Venture have to collectively satisfy 100% of the criteria equivalent to NPR 5,41,59,066)**

**The similar work means that** “the contractor should have the experience of construction of prefabricated structures.

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

3. B Each bidder must produce:
- i. Company profile and details regarding organization.
  - ii. A declaration that the information furnished with the bid documents is correct in all respects in accordance with Form of Declaration provided in Section-IV of the bidding documents.
  - iii. An undertaking to that effect that the bidder has read all the documents downloaded along with the NIT and there is no deviation from the standard terms and conditions of the bidding document & NIT etc. in accordance with Tender Form provided in Section-IV of the bidding documents.
- 3 C To qualify for a package of contracts make up of this and other contracts for which bids are invited in the Notice Inviting Tender the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.
- 3 D Even though the bidders meet the above qualifying criteria; they are subject to be disqualified if they have:
- (i) made misleading or false representations in the forms, statements, declarations and attachments submitted in proof of the qualification requirements; and/or
  - (ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
  - (iii) Participated in the previous bidding for the same work and had quoted abnormally high or low bid prices and could not furnish rational justification for it to the Employer.
4. Bidding document shall be available on website [www.sjvn.nic.in](http://www.sjvn.nic.in) & [www.tenders.gov.in](http://www.tenders.gov.in) At any time before the submission of Bids, SJVN Arun-3 Power Development Company private Limited may modify/ amend the Bidding document and extend the last date of submission/opening of the Bid and any other key dates by issuing a corrigendum/addendum and such corrigendum/addendum to this notice as well as to the Bidding document shall be available only on following websites:
- a [www.sjvn.nic.in](http://www.sjvn.nic.in)
  - b [www.tenders.gov.in](http://www.tenders.gov.in)
- As such the Bidders are advised to visit the above websites regularly before deadline for submission of Bid.
5. Any Corrigendum /Addendum thus issued shall form part of bidding document and shall be communicated in writing as well to the Bidders, who has intimated to the undersigned that the document has been downloaded by them.
6. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids.
7. Successful bidder will have to obtain EPF code number from the respective PF commissioner as per EPF/ statutory rules and regulation within 30 days of award of work (if applicable in Nepal) otherwise work will be terminated without any liability to SJVN Arun-3 Power development Company private Limited will be forfeited.

8. Employer reserves the right to cancel the tendering process at any time before award of work without assigning any reason
9. For any enquiry/clarification etc. bidders may contact at the following address:

<p>Sr. Manager (P&amp;C) Arun-3HPP, SAPDC, Koshi Highway, Khandbari Distt. Sankhuwasabha, Nepal M.: +977-9852024902 Fax: +977-29560712 pnc.sapdc@gmail.com</p>	<p>Sr. Manager(T), Arun-3HPPSAPDC, 3-Lokanthali, Madhyapur (Thimi)-16, Kathmandu (Nepal) Ph. +977-1-6632879, Mob. No. +977-9851214190, Fax. +977-1-6630378.</p>
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**For on the behalf of SAPDC**

Sr. Manager (P&C)  
Arun-3HPP, SAPDC,  
Koshi Highway, Khandbari  
Distt. Sankhuwasabha, Nepal  
9852024902  
Fax No.: +977-29560712  
E-mail Address: pnc.sapdc@gmail.com

**SECTION-II**

**PROJECT PROFILE**

**AND**

**SCOPE OF WORK**

**& SPECIFICATIONS**

## **1. PROJECT PROFILE**

- 1.1** Arun-3 HPP is located on River Arun, which is one of the main tributaries of River Sapt Kosi near Num village of Sankhuwasabha District in Nepal. The Project has been contemplated as a run-of-river scheme which envisages about 70 m high concrete gravity dam.

The project is located at Latitude 27° 30'N to 27°35'N and Longitude 87°12'E to 87° 20'E. Jogbani (Bihar) in India is the nearest rail head to the project. All rail freight for Nepal has to be unloaded there. From Jogbani, the road distance to the project sites via Biratnagar is about 300 km. The dam site is located at about 60km from Tumlingtar, where exists an airstrip connected to Kathmandu/Biratnagar by half an hour journey by air.

### **1.2 GENERAL INFORMATION:-**

- a) General description of site & climatic conditions.

The climate in the Project area is predominately determined by the monsoon. The wet or monsoon season lasts from mid-June to mid-September, whereas the remaining months are working reason.

The altitudes of the Tumlingtar sites is about EL 400 meter, with temperature being moderate between + 5°C & rising to + 35°C during the year. The average total annual rainfall based on 15 years of observation is 4057 mm, out of which 81% comes during the month of mid-June to September only

- b) General geology of the project area.

The Project area falls in seismic zone-V

The rock mass in the project area consists mostly of area gneiss, granite gneiss and mica schist, belonging stratigraphically to the Himal Group a formation of per-Cambrian age.

- c) Prevailing acts and laws of Nepal.

The contractor shall comply with all the prevailing laws and acts of Nepal, amended from time to time as mentioned under:

- i. Labour Act, 1991 (2048)
- ii. Foreign Investment and Technology Transfer Act. 1992 (2049)
- iii. Environment Protection Act, (1997), 2053
- iv. Human Right Commission Act, (1997) 2053
- v. Company Act, (1997) 2053
- vi. Contract Act, 2000 (2056)
- vii. Commission for the Investigations of Abuse of Authority Act, 2000 (2059)
- viii. Prevention of Corruption Act, 2002 (2059)
- ix. Trade Union Act (2049 eng)
- x. Labour and employment policy (2062)
- xi. Explosive Act 2018

- xii. Any other act or rules applicable in Nepal.

### **1.3 ACCESS TO PROJECT SITES:**

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

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

- i) Jogbani to Hile:- Hile is located at a distance of 118 Km from Jogbani and the existing road up to Hile is black topped road and in good condition. Hile is at EL 1920 m from sea level.
- ii) Hile to Tumlingtar (Hill road route) :- This route is about 111 Km and the road partially is black topped and kuchha up to Chainpur (EL 1285m) and Chainpur to Tumlingtar is black top .
- iii) Tumlingtar to Khandbari (15 Km): Khandbari is about 15 Km from Tumlingtar and road is metalled.
- iv) **Tumlingtar is also connected to Kathmandu and Biratnagar by air by around thirty five minutes journey.**

**1.4** The construction site is in a remote area, there may be difficulty in transportation of materials & working. The contractor shall carry out the work safely and no unsafe practice shall be allowed. The tenderers/bidders are expected to take into account above factors while quoting the rates.

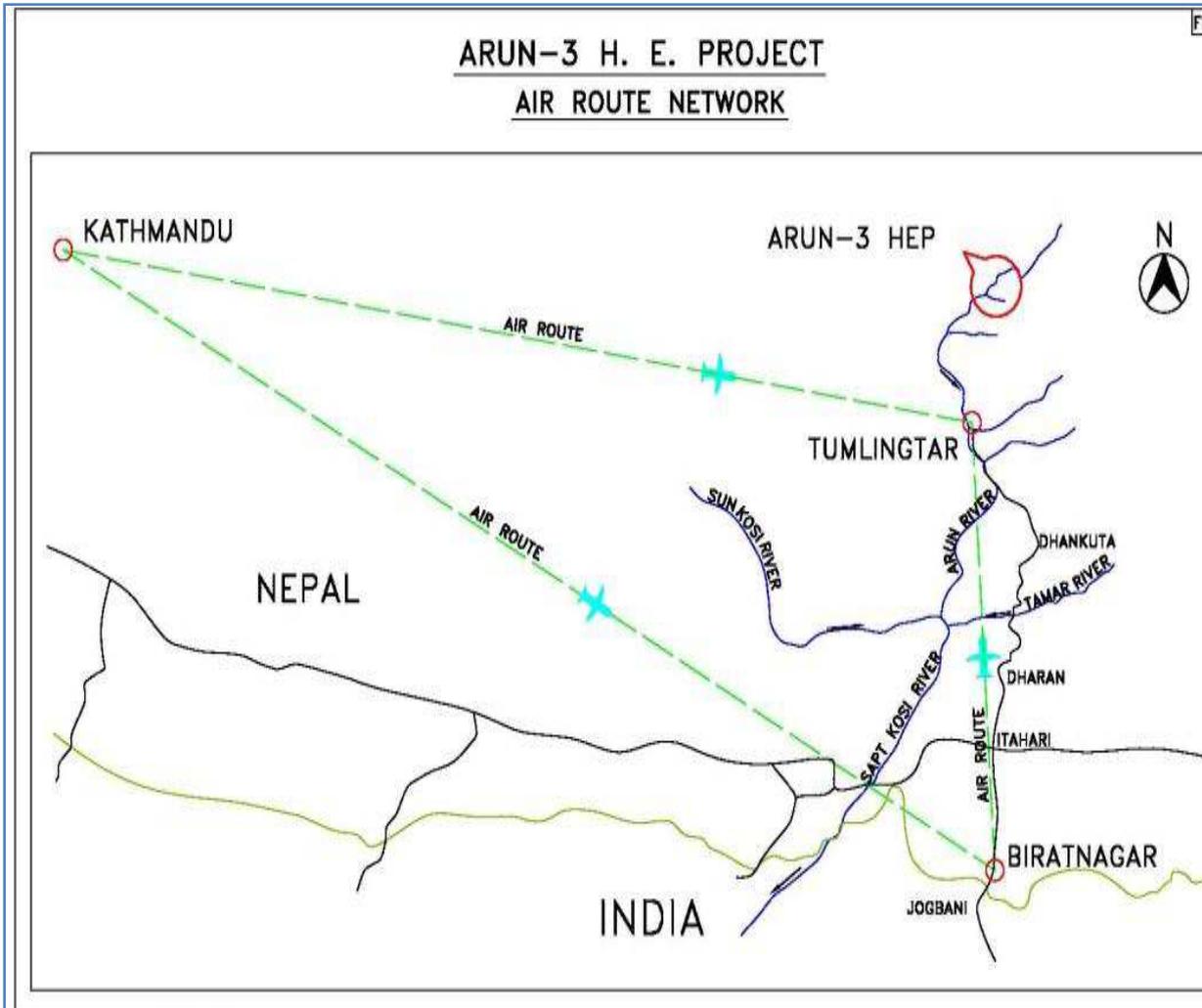
**1.5** It is pertinent to mention that any debris that may occur during execution of work the same shall be cleared by the contractor at his own cost. Decision of Engineer –in-charge in this matter shall be final and binding.

**1.6** The work is to be done in smooth manner without hindrance to the works of the other agencies, local people, surrounding & environment and as per the instruction of the Engineer–in- charge.

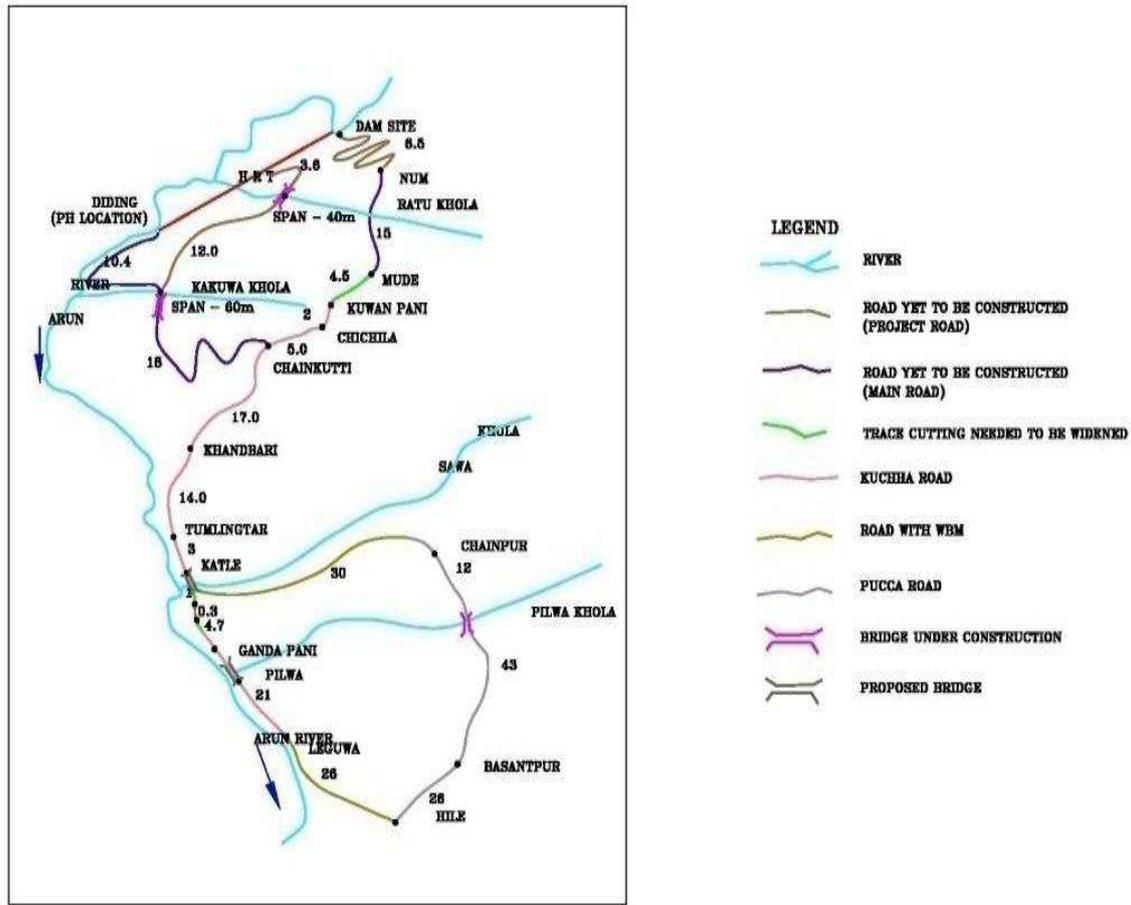
**1.7** The bidders are requested to visit the place of work and ascertain himself/themselves with the proposed works, surroundings and prevailing law & order conditions.

**1.8** The Contractor has to make his own arrangements for electricity, water supply, boarding & lodging etc.

**ARUN-3 H. E. PROJECT**  
**AIR ROUTE NETWORK**



## ACCESS ROADS MAP FROM HILE TO DAM SITE



## SCOPE OF WORK

The drawings enclosed in the NIT are scope drawings. Drawings having plinth area approx.1300 sq.m are intended to give the bidder an idea of work involved. These drawing are only indicative and for use prior to tendering only. They indicate general layout only. However, the actual location distances shall be governed by field conditions. The Concept Drawing on which work is to be executed is enclosed as Drawings 1 to 6. The work includes “**Construction of prefabricated structure for Office and Residential block including Supply & Installation of Electrical Works and Sanitary Works**” complete in all respect. Construction of platform (Steel structure) with supporting structure of minimum 6.0 m height for two number overhead water tanks (capacity 5000 ltr each) and Sewerage system.

**A) The scope of work shall include but not limited to following:**

- a. Design, Supply, Transportation, loading & unloading, fabrication, erection and installation of pre-fab Structure, to prepare the design calculations and working drawings.
- b. Detailed Engineering for the buildings and utility services to prepare the design calculations and working drawings for all components of the building structures including water supply & sanitary layout.
- c. The scope of work would also include submission of detailed drawings of electric layout i.e. Conduit layout diagram and single line diagram (SLD) showing the position of all points, Switchboard, Distribution Board(DB) & Controlling Switches & metering arrangement with components of the buildings and get it approved from EIC.
- d. The scope of work would also include submission of detailed color scheme of components of the buildings (external and internal) and get it approved from EIC.
- e. The design of the pre-fabricated buildings should be got vetted from Government University/Engineering College located in Nepal/India before submission to EIC. All design calculations and drawings shall be forwarded to the EIC for review in the design phase of the project (with proper data in support of the verification and validation of the same). Contractor shall incorporate all the necessary comments in the drawings prior to going ahead with the subsequent activity.
- f. **All the architecture drawings shall be prepared and got approved from EIC before starting the work within one month of contract award.**
- g. The contractor shall provide all the testing certificates related to main materials used for construction of Pre Fabricated Structures.
- h. Provision of external water supply from existing connection to water tank and water tank to pre-fab buildings.
- i. Making connection from existing power supply line to pre-fab buildings

**B) Technical Specifications/ Description/ Item of Work:**

Sr. No.	Description/ Item of Work
<b>I</b>	<b>Civil</b>
<b>1.</b>	<p><b>Site Clearance and Layout:</b> Clearing the site of all the vegetation, roots and other unusual materials including leveling, removing bushes, trees; stacking the useful items in specified space and disposing other items as per instruction of Engineer-In-Charge and complete in all respect including layout of the building.</p>
	<b>Earthwork in excavation:</b>

2.	Excavation in foundations, trenches etc. as per drawings & specifications in all kinds of soil/earth, lift up to 3.00 meters stacking the excavated soil not more than 5 meters clear from the edge of the excavation and then returning the stacked soil in 15cm layers, when required in to plinths sides of foundations etc., consolidating each deposited layer by ramming and watering and then disposing of all surplus excavated earth in all leads & lifts complete as directed by the Engineer-in-Charge.
3.	<b>Earth Filling:</b> Supplying and filling earth of approved quality from outside or from the site, in 15 cm layers in foundation and plinths, when required including ramming, watering and consolidating including all leads & lifts as per drawing and the instructions of the Engineer-in-Charge.
4.	<b>Stone/ Boulder Soling:</b> Boulder/ stone filling dry hand packed in floors and foundation with approved quality of stones/ boulder with minimum size not less than 150 mm and binding them with dry sand in perfect line and level as per drawings and instructions of Engineer-in-Charge.
5	<b>Brick work with common burnt clay bricks (2nd class brick as per IS Code/Nepal Code/equivalent) designation 7.5 in foundation and plinth in Cement mortar 1:4 (1 cement : 4 coarse sand) shall be as per concept drawings as per concept drawing and instruction of Engineer-in-Charge.</b>
5.	<b>Room Height:</b> 3000 mm wall height
6.	<b>Providing &amp; laying cement concrete (M15):</b> Providing and laying cement concrete 1:3:6 (1 cement : 3 sand : 6 graded stone aggregate 20 mm nominal size) mixed in mechanical batch type concrete mixers conforming to IS: 1791 or equivalent, and curing complete excluding cost of form work in : Foundation and plinth etc. including finishing complete as per concept drawing and instruction of Engineer-in-Charge.
7	<b>Construction of approach path and parking</b> are as per concept drawing including excavation, providing and laying cement concrete of grade 1:4:8 and interlocking concrete blocks of hexagonal shape with 60 mm thickness complete in all respects and as per the direction of Engineer-in-Charge.
8.	<b>RCC Works:</b> Providing and laying cement concrete work 1:1½:3 (1 cement: 1½ sand : 3 graded stone aggregate 20 mm nominal size), mixed in mechanical batch type concrete mixers conforming to IS: 1791, and curing complete excluding cost of form work and reinforcement in :Foundations, footings, bases of columns, columns, pillars, posts and struts etc. including finishing complete as per drawing and specification and instruction of Engineer-in-Charge. <b>Concrete shall be of M20 grade for RCC work.</b> IS 456 - 2000 Code of practice or equivalent for plain and reinforced concrete.
9.	<b>Heritage Pre-painted Galvanized Iron Sheet Roofing :</b> Supplying, cutting, bending, welding to fabricate MS roof truss, steel posts, purlins, ties, rafter and steel floor framing etc as per design including priming coat of red lead paint. The work is inclusive of providing, installing of 24 gauge heritage color pre-painted CGI sheet roofing including ridges, necessary nuts and J

	or L hooks, washer etc. In any shape & slope as per design & drawing and instructions of Engineer-in Charge.
10.	<b>TMT Steel Reinforcement (Fe 500 grade):</b> Providing TMT steel reinforcement for RCC work up to floor two level, including straightening, cleaning, cutting, fabricating, bending and placing steel reinforcement bar conforming to Fe 500 grade conforming IS 1786 including binding the bars with 18 gauge annealed wire for tying them at each junction as per design and details for all types of RCC elements including waste and cut piece, provision for spacers, chairs providing and placing cement mortar (1:1) cover blocks to keep the bars in the intended position at all level, all complete.
11.	<b>Form Work:</b> Centering and shuttering with waterproof 19 mm thick plywood shuttering etc. for all kinds of RCC works of any shape, size and at any level with necessary propping, scaffolding, staging, supporting, cutting holes for utilization works, etc. including providing final surface in correct line, level, cleaning the surface and applying form oil and removal of forms all complete as per drawing and instruction of Engineer-In-Charge.
12.	<b>Stone Masonry:</b> Random Rubble masonry (brought to courses) with hard stones of approved quality in foundation and plinth including leveling up with cement concrete 1: 6 : 12 (1 cement : 6 sand :12 graded stone aggregate 20mm nominal size) in cement mortar 1: 4, 1 part cement and 4 parts sand, laid on perfect line and level. Stones should be free of any cracks, cleavage etc.
13	<b>Cement Concrete Flooring:</b> Providing and laying 50 mm thick plain cement concrete flooring 1:2:4 (1Cement : 2 Sand : 4 graded stone aggregate 20 mm nominal size) laid in one layer, finished with a floating coat of neat cement including setting out, mixing, compaction, curing and finishing etc as per specification, drawing and instruction of Engineer-in-Charge.
14.	<b>External Cement Sand plaster:</b> Providing and applying 12.5mm thick cement plaster in single coat on the rough sides brick/ concrete/ stone walls for exterior plastering up to plinth level finished even and smooth, including raking the joints, cleaning and wetting the surface, and curing the works complete in all respects as per drawing and specification & instructions of Engineer- in Charge, in cement mortar 1:4 (1Cement:4 Sand).
15.	<b>Walls :-</b> 75 mm solid wall panel Make HIL,CK Birla Group enclosing a lightweight core composed of Portland cement, binders and a mix of siliceous and micaceous aggregate. These panels will be fully cured. Panel's unique tongue and joining system facilities rapid construction with minimum effort.
16.	<b>Channels :-</b> 1.1mm thick U Channels of 75*25*20
17.	<b>Tile laying for Toilet/ Bath room</b> <b>15.1 Floor tile works:</b> Providing and laying 8mm thick anti-skid ceramic tiles (Spartek, Kajaria or equivalent) of approved colour, shade and size laid on 20mm thick cement sand mortar (1:4) in flooring and jointed with white cement slurry mixed with pigment to match the shade of the tile as per drawing and instruction of Engineer-In-Charge.

	<p><b>15.2 Wall tile for WC/Toilet:</b> Providing and laying 8mm thick ceramic tiles (Spartek, Kajaria or equivalent) of approved color, shade and size laid on required thickness of cement sand mortar (1:4) and jointed with white cement slurry mixed with pigment to match the shade of the tile as per drawing and instruction of Engineer-In-Charge.</p>
18.	<p><b>Vitrified Tile Flooring in rooms:</b> Supplying and laying 10mm thick vitrified tiles as per ISO -10545/IS:13630 (Spartek, Varmora, Kajaria or equivalent ) of approved color, shade and size laid on 20 mm thick cement sand mortar (1:4) complete in all respects as per drawing and instruction of Engineer-In-Charge.</p>
19	<p><b>Wooden flooring :</b> Providing and laying 8mm thick wooden laminate flooring of Balterio make in the Xperience plus range standard plank having 2 sided V-groove and 3D wood effect &amp; soft touch mat complete with all the standard accessories and fittings . The shade shall be as approved by the Engineer-in-charge.</p>
20	<p><b>Granite Works in Kitchen Counter:</b> Providing and laying granite stone in flooring and slab on 20mm (average) thickness base of cement mortar 1:3 (1 cement:3 sand) and jointing with gray cement slurry mixed with pigment to match the shade of the slabs including rubbing and polishing complete as per drawings, specifications and instructions of Engineer-in- Charge.</p>
21	<p>Providing and fixing powder coated aluminum doors and windows assembled in 90 mm Indian series aluminum section 5 mm thick float glass panels manufactured by Modi or Asahi or equivalent, as approved by EIC including all necessary ( rollers, weather strip, sliding locks, EPDM marine quality gaskets, stainless steel screws and joining elements etc complete in all respects), joining to prefab panels wall to be set with first class Elastomeric on foam seal and all other necessary fittings complete in all respects as per specifications, drawing and instructions of engineer-in Charge.</p> <p>Powder coated Aluminum Sliding Window frame: 88*52*2.5 mm, Sliding Window Sash:57*42*2.5 mm, Casement Windows Frame: 78*60*2.5mm, Hinge Door Frame:60*60*2.5mm, Hinge Door Sash: 104*60*2.5mm, Door Pannel:100*25*2.5mm, Glass: 5mm, Colour : White , Inside Galvanized Iron 1.2mm.</p> <p><b>Sliding windows should have provision of glass and mosquito proof wire mesh both</b></p>
22	<p><b>False Ceiling:</b> In side 9mm vinyl tiles with necessary fittings as approved by Engineer-In-Charge. T Grid Suspension system 32H BLACK LINE of size 32X24X0.3X600/610 with standard accessories complete in all respects shall be used in the support system of false ceiling .</p>
23	<p><b>False Ceiling Outside :-</b> 6 mm fiber cement board with necessary fittings. T Grid Suspension system 32H BLACK LINE of size 32X24X0.3X600/610 with standard accessories complete in all respects shall be used in the support system of false ceiling .</p>
24	<p><b>Inner Painting:</b> Wall painting, two (2) coats (excluding priming coat) with Plastic Emulsion paint</p>

	of Asian,Berger, Shalimar or Nerolac make on undecorated wall surfaces to give an even shade including thoroughly brushing the surface free from mortar droppings and other foreign matter and sand papered smooth including applying of putty as required for making the surface complete as per the instructions of Engineer-in- Charge.
25	<b>Exterior Paint:</b> Painting outer projections and ceiling etc with two (2) coats (excluding priming coat) with Ready mixed Weather Coat paint of Asian, Berger, Shalimar or Nerolac make, brushing to give an even shade including cleaning of all dirt, dust and other foreign matter, sand papering and stopping etc. with required/ approved shade of paint complete as per the instructions of Engineer-in- Charge.
26	<b>Railing:</b> Stainless steel railing(ISO certified) of 900mm height with 16 gauge pipe of 50mm diameter for vertical and Top horizontal members and 40mm diameter pipe for other horizontal members for Balconies/ Verandah and staircase. Railing should be of approved quality, finish and as per drawing and design and instructions of Engineer-in-Charge.
27	<b>Plumbing works:</b> The complete plumbing works for toilets, kitchen and wash area with hot and cold water supply with Poly Propylene Random (PP-R) pipe and fittings. PP-R pipes shall be as per DIN 8077:1999-07, BS 6920. <b>Sanitary works:</b> Bathroom installed with Vitreous China WC or Commode/EWC set with flushing cistern( Make:Hindware, Jaguar or equivalent), hand wash basin with pillar cock ( Make Hindware, Jaguar or equivalent ) as approved by EIC, Commode spray, Soap Tray etc. & Kitchen with stainless steel Kitchen Sink of size 450x 600 x 250 mm with Pillar Cock as per drawings and the instructions of Engineer-in-Charge.
28	<b>Water Storage tank</b> Polyethylene water storage tanks two number having capacity of 5000 ltrs each with a nominal service temperature from +1 to 50 degree Centigrade (IS code: 12701 1996, Make: Sintex or equivalent and the instructions of Engineer-in-Charge.
29	<b>Platform for water storage tank :</b> Overhead 2 nos Water tank for both the units (each having capacity-5000 liters) with Supporting structure of Minimum 6.0 m height etc. The work would also include laying of pipeline from water tank with all necessary accessories to the building along with complete plumbing of the building.
30	<b>Sewerage system :</b> The work includes all related civil works for plumbing, sanitation inside the Office & Residential Building for Sewer Line (system), earth filling up to road level, construction of manholes, construction of Septic tank, Soak Pit, connection of all toilets to septic tank and commissioning of the septic tank. The external sewerage tank should have a minimum lead of 50 meter from each unit and a single tank having capacity for 50 users for 25 years for both the units.
II	<b>Electrification</b>  <b>A. Electrical Works consist of following works:</b> <b><u>Lighting system and equipments :</u></b>  Scope of electrical work includes supply, installation and testing of following 220V 50Hz surface mounted Decorative light fixtures (with lights), wall

mounted fans, pedestal fan, ACs, exhaust fans, Geysers etc. as per drawing;

- Surface mounted fluorescent tube 1x40W, (Philips, Havel's or equivalent)
- Surface mounted fluorescent tube 2x40W, (Philips, Havel's or equivalent)
- Recess surface mounted LED light 15W, (Philips, Bajaj, Havel's or equivalent)
- Wall brackets 1x11W LED Lights (Philips, Havel's or equivalent)
- Dome Light 9" 60W GLS (Philips, Decon, Havel's or equivalent)
- Surface mounted bulkhead with 11W LED (Philips/Wipro/ Bajaj, Havel's or equivalent)
- Mirror Light with 7W LED (Philips, GE/Bajaj, Havel's or equivalent) in all toilets.
- Wall mounted Fan and pedestal fan (Usha, Bajaj/CG, Havel's or equivalent)
- Wall mounted split Air conditioners (3 star rating) of 1.5T capacity with stabilizer (LG, Voltas or equivalent).
- Electric water storage geyser (15 liter) (Usha, Bajaj, CG, Havels or equivalent).
- TV sockets in the conference hall, CEO chamber of office building and all suits and drawing room of residential building.
- Telephone sockets having 3no. RJ11 point in all rooms of office building (CEO Chamber and CEO staff hall, Conference hall, E1-E6 rooms, Visitors lobby and hall) and Telephone socket having 1no. RJ11 point in all suits and drawing and
- dining room of residential building.
- LAN sockets having RJ45 point in all rooms of office and residential building.

**Note:**

- |          |  |                                       |
|----------|--|---------------------------------------|
| <b>A</b> | <b>Minimum requirement per room floor area (25 Sq.mtr)</b> | <b>Light point-6 , Power Point- 2</b> |
| <b>B</b> | <b>Minimum requirement per toilet: light point</b>         | <b>Light point 2 Power Point – 1,</b> |
| <b>C</b> | <b>Corridor, verandah and outside: light point</b>         | <b>Light Point-35</b>                 |

**C. Socket:**

Supplying and installation of following 220V, 50Hz modular Socket including PVC/iron box and other necessary materials for fixing complete in all respects:-

5 Amp/15 Amp Socket Outlets

**(Make: Havells, Anchor or equivalent)**

**D. Wiring:**

Supply, laying and testing of power point wiring with 3 nos of 7/22 fireproof insulated copper wire through 20mm dia. Conduit concealed from DB to various point complete in all respects. The wires used shall be ISO certified.

Supply, laying and testing of light point wiring with 2 nos. of 3/22 and 3No. of 3/22 (for 5Amp Sockets) PVC insulated fireproof copper wire through 20mm dia. Conduit concealed from DB to various point including cost of junction box, Modular switches , bell push, complete in all respects.

**(Make: Havells, Anchor or equivalent)**

Supply, laying and testing of telephone wire to all telephone sockets.

Supply, laying and testing of TV coaxial wire to TV sockets.

Supply, laying and testing of LAN Cable to LAN Sockets.

**E. MB/DB/TJB:**

Supply, installation and commissioning of Moulded Case Circuit Breakers, Distribution Board (DB) (400V, 50Hz) made of 16SWG mild steel sheet cubical with double covering with suitable cable glands and complete with MCBs as per drawing and instruction of Engineer-In-Charge, including Supply, installation and testing of Earthing Set (600x600x3.18mm) copper plate with charcoal and salt complete in all respects,

**C) Air Condition, Geyser and Fans to be installed in Office and Residential Building.**

Sr.No.	Description	Quantity	Remarks
1	Wall mounted split Air conditioners (3 star rating) of 1.5T capacity with stabilizer (LG, Bluestar, Voltas, Samsung or equivalent)	15 No.	Location of fixing as per direction of EIC
2	Window Air conditioners (3 star rating) of 1.0 T capacity with stabilizer (LG, Bluestar, Voltas, Samsung or equivalent)	10 nos	
3	Electric water storage geyser (15 liter) (Bajaj, Crompton greaves, Havels or equivalent).	11 No,	
4	Pedestal Fan (400mm) (Usha, Bajaj, Crompton greaves, Havel's or equivalent	10 Nos	
5	Wall mounted Fan (400mm) (Usha, Bajaj, Crompton greaves, Havel's or equivalent)	35 No.	

6	Exhaust Fan 9" with fixtures (Usha, Bajaj, Crompton greaves Havel's or equivalent)	20 No.	
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**D) list of approved makes of building materials:-**

**Unless otherwise specifically mentioned all materials to be used shall conform to Indian Standard Specifications or as directed by EIC.**

S.No.	Items	Approved Make
	<b>1.0 List of Approved Makes for Civil Works:</b>	
1.	Plywood/ Block Board, Kit ply etc.  If required	Anchor, National, Duro, Sharda or Equivalent Nepal brand/ Standard( NS)
2.	Laminate  If required	Formica Sungloss or Equivalent Nepal Standard ( NS).
3	Solid Wall Panel	75 mm solid wall panel Make HIL , CK Birla Group enclosing a lightweight core composed of Portland cement, binders and a mix of siliceous and micaceous aggregate. These panels will be fully cured. Panel's unique tongue and joining system facilitates rapid construction with minimum effort.
4.	Fiber cement Board	As approved by EIC
5.	Paints	ICI, Jenson& Nicholson, Burger Paint, Nerolac, Asian paint or Equivalent
6	Vinyl tiles	As approved by EIC
7.	Glazed Tiles	Somani, Kajaria, Pilkington, Bell, H&R Johnson or equivalent.
8.	Glass	Modi, Ashahi, Atul, or equivalent.
9.	Adhesive	Fevicol/ Vamicol or equivalent.
10	Cement (OPC 53 Grade).	Indian, Nepal Ambe cement, Jagadamba cement or equivalent ISI or NS marked, conforming to IS 12269 or equivalent.
11	Steel /Reinforcement ( Fe 500 Grade).	Himal, Panchkanya, Jagadamba or equivalent Indian/ Nepal conforming to Fe 500 grade, conforming to IS-1786.
12	Roofing sheet:	As approved by EIC

	<b>2.0 List of Approved Makes of Plumbing Material</b>	
1.	Vitreous China and Fireclay Sanitary ware.	Parry ware, Cera, Hindware or equivalent.
2.	C.P. Fittings & Accessories.	Jaquar or equivalent.
3.	Ceramic/ Vitreous China Cistern	Cera, Hindware or equivalent.
4.	HDP Waste	Panchkanya or equivalent.
5.	Soil waste & Rainwater Pipes and Fittings	
	a) HDPE Pipes (Black).	ISI/ NS (Nepal Standard) marked.
	b) PVC Pipes.	ISI/ NS (Nepal Standard) marked.
6.	G.I. Pipes.	JINDAL or equivalent Nepal Standard (NS).
7.	G.I. Fittings( Malleable Cast Iron)	R.K.,K.S.,A.K.G. or equivalent Nepal Standard (NS)..
8.	Gun Metal Valves ( Full way, Check and Globe Valves)	Leader, Sant, GG or equivalent Nepal Standard (NS).
9.	Bib & Stop Cocks.	Jaquar, Nal brand or equivalent.
10.	Polyurethane Pipes & Gully traps.	Sintex, Hiltake or equivalent Nepal standard (NS).
11.	C.I. Manhole covers.	B.C.VARUNA, R.I.F. or equivalent Nepal Standard (NS).
12.	Water tank	Syntex, Hiltake or equivalent
	<b>3.0 List of Approved Makes of Electrical Wiring and Fitting</b>	
1.	Cables & Wires.	HAVELLS, ANCHOR OR EQUIVALENT
2.	Metal Clad Switches (L.T)	HAVELL'S or equivalent.
3.	Miniature Circuit Breakers, Distribution Boards.	HAVELL'S or equivalent.
4.	5/15 Amps Switches, Sockets, Call Bells, Buzzers, Modular switch board etc.	HAVELLS, ANCHOR OR EQUIVALENT
5.	LED light & flourence tubes etc.	BAJAJ/ PHILIPS/ CROMPTON GREAVES/WIPRO, HAVELL'S or equivalent.

6	TV sockets, Telephone sockets, LAN sockets	BAJAJ/ PHILIPS/ CROMPTON GREAVES/WIPRO, HAVELL'S or equivalent.
7	Wall Hanging FANS & Exhaust Fans etc.	USHA, BAJAJ, CROMPTON GREAVES, HAVEL'S OR EQUIVALENT
8	Air Conditioner (3star rating )	Bluestar ,LG, SAMSUNG, VOLTAS OR EQUIVALENT
9	Electric water storage geyser	BAJAJ, CROMPTON GREAVES, HAVELS OR EQUIVALENT

## **SECTION –III**

# **INSTRUCTION TO BIDDERS**

## INSTRUCTION TO BIDDERS (ITB)

SJVN Arun-3 Power Development Company (P) Ltd. (SAPDC), Khandbari, Nepal (A Subsidiary of SJVN a joint venture of GoI & Govt. of H.P.) having Registered office at Kathmandu Nepal invites Sealed lump sum and item rates basis bids under three Envelops bid system from the eligible Contractors registered in appropriate category in states/Central Govt. Agencies in Nepal, for the following work:

<b>1.</b>	<b>Name of Work:</b>	Construction of prefabricated structures for residential and office building at Tumlingtar, Arun-3HPP, Distt. Sankhuwasabha, Nepal.
<b>1.1</b>	<b>Tender No</b>	PCD-64
<b>1.2</b>	<b>NIT reference</b>	PCD-64
<b>1.3</b>	<b>Time Allowed for Completion of whole of the works</b>	Total time for completion of work has been kept 7 months which is inclusive of design & mobilization period.
<b>1.4</b>	<b>Estimated Cost</b>	NPRs. 4,51,32,555/-  (Inclusive of VAT@13%).
<b>1.5</b>	<b>Cost of Bidding Document (Non refundable).</b>	NPRs. 2,500/- in the form of bank draft/Manager's cheque payable at Khandbari, Nepal in favour of SJVN Arun-3 Power Development Company Pvt. Ltd.
<b>1.6</b>	<b>Date and time for availability of Bidding document</b>	01/08/2016 to 21/08/2016, (13.00 Hrs.)
<b>1.7</b>	<b>Earnest Money Deposit</b>	NPRs 9, 03,000/- (to be submitted as per clause no. 14 Section-III, ITB).
<b>1.9</b>	<b>Last date &amp; time for submission of Bid(s).</b>	21/08/2016 Time: 15.00 Hours.
<b>1.10</b>	<b>Time and Date for opening of part-1 and part-II (Techno-commercial bid).</b>	21/08/2016 Time: 15.30 Hours.
<b>1.11</b>	<b>Time and Date of opening Financial Bid(s).</b>	To be intimated separately.
<b>1.12</b>	<b>Bid validity period</b>	The bids shall remain valid for acceptance for a period of 180 days from the date of opening of Techno-Commercial Bids.
<b>1.13</b>	<b>Place of submission/opening bid/Bids. (As per Sr. No. 17.7 of ITB,Section-III)</b>	Sr. Manager(P&C), Arun-3HPPSAPDC, 3-Lokanthali, Madhyapur (Thimi)-16, Kathmandu, Nepal.
<b>1.14</b>	<b>Authority/Officer inviting Tender</b>	Sr. Manager(P&C), Arun-3HPP, SAPDC, Koshi Highway, Khandbari Distt. Sankhuwasabha, Nepal Phone:-+977-29560766 pnc.sapdc@gmail.com

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

**2. A IN CASE OF SOLE BIDDER**

- a) Average Annual Construction Turnover during the last 3 years, ending 15th July 2015, should be at least **NPRs. 1,35,40,000/-**
- b) To qualify for award of Contract, each bidder should have experience of having successfully completed similar works as Contractor or JV member or approved sub-contractor during last seven years ending last day of month previous to the one in which bids are invited should be either of the following:
  - j) Three similar completed works costing not less than **NPRs 1,80,53,000/-** each,  
OR
  - ii) Two similar completed works costing not less than **NPRs 2,25,66,500/-** each,  
OR
  - iii) One similar completed works costing not less than **NPRs 3, 61,06,000/-**

**IN CASE OF JOINT VENTURE:**

The bidder may also participate in Joint Venture provided he fully meets the following requirements:

- a) In case of JV, lead partner must meet at least fifty percent (50%) of the requirement specified in 2. A (a), other partner must meet at least Twenty Five (25%) of the requirement specified in 2. A (a) and JV in totality must meet the total (100%) of the requirement

- b) **In case of JV of Two/Three Firms/ Partners:-**

**In case of JV of Two Firms/ Partners**

- i) At least one completed work of similar nature costing not less than the amount equal to **NPR 3,61,06,044/-** shall be fulfilled by lead partner.

OR

- ii) Two completed works of similar nature each costing not less than **NPR 2,25,66,500/-** shall be fulfilled as under:

- a) One completed work of similar nature amounting to at least **NPR 2,25,66,500/-** or more, shall be fulfilled by lead partner

AND

- b) One completed work of similar nature amounting to at least **NPR 1,12,83,500/-** or more, shall be fulfilled by other partner.

*(All the partners of the Joint Venture have to collectively satisfy 100% of the criteria equivalent to **NPRs 4,51,32,555/-**)*

OR

- iii) Three completed works of similar nature each costing not less than **NPR 1,80,53,000/-** shall be fulfilled as under:
- b) Two completed works of similar nature each amounting to at least **NPR 1,80,53,000/-** or more , shall be fulfilled by lead partner

AND

- c) One completed work of similar nature amounting to at least **NPR 90,26,500/-** or more, shall be fulfilled by other partner.

*(All the partners of the Joint Venture have to collectively satisfy 100% of the criteria equivalent to NPR 5,41,59,066/-)*

**In case of JV of Three Firms/ Partners**

- i) The criteria of at least one completed work of similar nature costing not less than the amount equal to **NPR 3,61,06,000/-** shall be fulfilled by lead partner.

OR

- ii) At least two completed works of similar nature each costing not less than **NPR 2,25,66,500/-** shall be fulfilled as under:
  - a) One completed work of similar nature amounting to at least **NPR 2,25,66,500/-** shall be fulfilled by lead partner.

AND

- b) One completed work of similar nature amounting to at least **NPR 1,12,83,500/-** or more shall be fulfilled by any of the partners.

**(All the partners of the Joint Venture have to collectively satisfy 100 % of the criteria equivalent to NPR 4,51,32,555/-)**

OR

- iii) At least three completed works of similar nature each costing not less than **NPR 1,80,53,000/-** shall be fulfilled as under:
  - a) One completed work of similar nature amounting to at least **NPR 1,80,53,000/-** or more shall be fulfilled by lead partner

AND

- b) One completed work of similar nature amounting to at least **NPR 90,26,500/-** or more shall be fulfilled by partner - 1.

AND

- c) One completed work of similar nature amounting to at least **NPRs. 90,26,500/-** or more shall be fulfilled by partner -2.

(All the partners of the Joint Venture have to collectively satisfy 100% of the criteria equivalent to NPRs 5, 41, 59,066/-)

- **The similar work means that** “the contractor should have the experience of construction of prefabricated structures.
- **The bidder shall submit copies of award letter along with successful completion certificate from the agency/firm for which work is executed in support of above experience condition.** The bid will be treated as non-responsive in case of bidder fail to provide supporting document in respect of turnover and experience as detailed above.

2.2 The above stated requirements are minimum and the Owner 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 Owner, the qualification data is incomplete or the Bidder if found not qualified to satisfactorily perform the Works.

2.3 Notwithstanding anything stated above, the Owner 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 Owner.

**3. Time for completion shall be as under:-**

Name of Work	Time for completion
Construction of prefabricated structures for residential and office building at Tumlingtar, Arun-3HPP, Distt. Sankhuwasabha, Nepal.	Total time for completion of work has been kept 7 months which is inclusive of design & mobilization period.

**The time for completion of above works shall be reckoned from the 15th (fifteenth) day of date of issuance of Letter of Acceptance by the SAPDC.**

4. Interested Bidders may download the Tender documents from website and submit their offer along with the cost of Tender Document i.e. NPRs 2500/- (Non-refundable) in the form of bank draft/Manager’s Cheque in favour of **SJVN Arun-3 Power Development Company Pvt. Ltd.** payable at Khandbari Nepal. Tender Documents shall be available at SJVN/SAPDC websites [www.sjvn.nic.in](http://www.sjvn.nic.in) or [www.tenders.gov.in](http://www.tenders.gov.in) w.e.f. 01/08/2016(10:00 Hrs) to 21/08/2016 (13:00 Hrs) or or tender document may also be purchased from SAPDC offices at Kathmandu and Khandbari.

**5. Cost of Bidding**

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

**6. 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 and entering into a Contract for Providing and supplying survey party with instruments. 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 SAPDC 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 SAPDC 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 Owner at least 15 days prior to the deadline for submission of bids. It shall be the sole discretion of the owner to consider such errors/omissions for which necessary corrigendum will be issued.

#### **8.0 Clarification of Bidding Documents**

A prospective bidder requiring any clarification of the bidding documents may notify to the Sr. Manager (P&C), SAPDC, Plot no. 583, Sajak Tole, Koshi Highway, Khandbari, Nepal. Mob. +977-9852024902 or Fax +977-29560766.

#### **9.0 Amendment of Bidding Documents**

9.1 At any time prior to the deadline for submission of bids, the SAPDC may amend the Bidding Documents by the issuance of an addendum.

9.2 In case of any amendment/corrigendum to this Tender Notice as well as to the Tender Document, same shall be issued by SJVN Arun-3 Power Development Company Pvt. Limited on all afore mentioned websites at Sr. No. 4 above and no press notice thereof shall be issued in any other form.

9.3 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 SAPDC.

9.4 In order to afford prospective bidders reasonable time in which to take an addendum into account for preparing their bids, the SAPDC 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 SAPDC 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 the above stated language. For the purpose of interpretation of the bid, the English language shall prevail.

#### **11.0 Bid Prices**

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

- 11.2 The bidder shall offer rates & prices “on Firm Price Basis” in the Priced Schedule/Bill of Quantities of the Bidding documents and shall not be subject to adjustment on any account.
- 11.3 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. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting. Corrections by applying correcting fluid shall not be permitted.
- 11.4 The bidder shall fill in unit rates and prices for all items of Works described in the Bill of Quantities/Priced Schedule. Items against which no rate or price is entered by the bidder will not be paid for by the SAPDC when executed, and shall be deemed to be covered by the other rates and prices in the Bill of Quantities/Priced Schedule. However, the rate for excess over quantities of such items beyond deviation limit prescribed under the contract will be worked out in accordance with the provisions contained in the Contract.
- 11.5 Only unconditional discount offered by the Bidder on the Performa for Price Bid shall be considered for evaluation.
- 11.6 As regards the Income Tax, Surcharge on income tax, VAT & any other Taxes such as Corporate Tax, Service Tax & Work Contract Tax, SAPDC shall not bear any Tax liability whatsoever. The Bidder shall be liable and responsive for payment of such Tax if applicable under the provision of law at present or in future in Nepal and SAPDC will make such deduction at source as applicable. The certificate towards the deduction shall be issued by SAPDC.

#### **12.0 Currencies of Bid and Payment**

The unit rates and prices shall be quoted by the bidder entirely in Nepal 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 prescribed in Para-21.0 hereof.
- 13.2 The SAPDC 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/EMD**

Earnest Money amounting to NPRs 9,03,000/- shall be submitted in the shape of Bank Draft/Manager Cheque only in favour of **SJVN Arun-3 Power Development Company Pvt. Ltd.** payable at Khandbari.

#### **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 original and all copies of the bids shall be typed or written in indelible ink and shall be 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.

- 16.2 The bid shall not contain any alterations or additions or deletions except those to comply with the instructions issued by the owner 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.

**17.0 Documents comprising the bid and manner of Submission thereof:**

- 17.1 The bid shall consist of three parts as under:

**Part –I Bid Security/EMD**

And

Cost of Tender Document

**Part-II**

Comprising Techno-commercial bid (excluding price bid). The following documents duly signed shall be submitted in this part of the bid:

- a) Tender Form (Section IV)
- b) Form of declaration (Section, IV)
- c) Qualification requirements- construction experience (**Form B-1, B-2, B-3, Section IV**).
- d) Qualification requirements details–Average Annual Turnover (**Form A-1, A-3, A-3 Section IV**).
- f) Constitution and legal status of the Bidder, place of registration and principal place of business.
- g) Latest valid Income Tax clearance certificate.
- h) Photo copy of VAT/PAN Number.
- i) One set of documents downloaded.
- k) Joint venture agreement in case of JV.

**Part – III**

- 17.2 Comprising of Price Bid at Schedule-A i.e., duly filled price schedule/ Bill of Quantities (BOQ) and Schedule of taxes.
- 17.3 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 shall result in the rejection of bid.
- 17.4 The part III of the bid (i.e. Price bid) shall be strictly in accordance with the forms provided in the Bill of Quantities /Price Schedule.
- 17.5 The bidder shall not take any deviation from the bid conditions.
- 17.6 The bidder shall also fill, sign and stamp each page of the documents forming part of the bid, on the left hand cover (bottom side).
- 17.7 **The Part – I, Part - II & Part-III of the bids shall be packed and submitted in the following manner.**
- i. Part –I, Part – II & Part- III of the bids shall be kept in separate covers duly super scribed with the “The Part-I, Part-II and Part-III of the bids duly super scribed with the “Part – I- Bid security- Original and cost of Tender Document”, “Part-II -Techno Commercial Bid- Original” and ‘Part-III- Price Bid- Original” and sealed.

- ii. Three identical copies of the originals of the documents required for Part-II of the bid as mentioned under Para 17.1, except the documents mentioned under Para ( k ) of Part-II documents shall also be prepared and sealed in a separate cover duly super scribed – “Part-II – Techno Commercial Bid – identical copies”. Similarly, 3 (three) identical copies of Part-III of the bid shall be prepared and sealed in a separate cover duly super scribed – “Part-III – Price Bid – identical copies”.
- iii. The original and copies of Part-II of the bid shall then be kept in one single cover and sealed duly super scribed “Part-II – Techno Commercial Bid”. Similarly, original and copies of Part-III of the bid shall then be kept in one single cover and sealed duly super scribed “Part-III – Price Bid”.
- iv. The three separate covers containing Part-I, Part-II & Part –III 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.**

- ◆ Bid for (Name of Work)
- ◆ Do not open before .....
- ◆ 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.

- 17.7 The bids as above shall be submitted either in person or through courier or by post to Arun-3HPP office at Khandbari on the following address:- **Sr. Manager(P&C), SAPDC, 3-Lokanthali, Madhyapur (Thimi)-16, P.O. Box -5685, Kathmandu (Nepal). Contact person Er. Rajesh Kr Chandel, Ph. +977-1-6632879, Mob. No. +977-9851214190, Fax. +977-1-6630378.**

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

**18.0 Dead line for Submission of Bids**

- 18.1 The bids shall be received by the SAPDC not later that the time & date at the address specified at Para 1.9 and 1.13 here-in above.
- 18.2 The SAPDC may extend the deadline for submission of bids by issuing an amendment in accordance with Para 9.0 hereof, in which case all rights and obligations of the SAPDC and the bidders previously subject to the original deadline will then be subject to the new deadline.

**19.0 Late/Delayed Bids**

Any bid received by the SAPDC after the deadline prescribed by the SAPDC in accordance with Para-18.0 hereof will be returned un-opened to the bidder.

**20.0 Modification and Withdrawal of Bids**

- 20.1 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 SAPDC prior to the prescribed deadline for submission of bids.

- 20.2 The bidder's modification or notice of withdrawal shall be prepared, sealed, marked and delivered in accordance with the Para-16.0 & 17.0 hereof, with the inner envelopes additionally marked "Modification" or "Withdrawal" as appropriate.
- 20.3 Subject to Para-22.0, no bid may be modified subsequent to the deadline for submission of bids.
- 20.4 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-13.0 hereof shall result in the forfeiture of the bid security pursuant to Para-14.0 hereof.

### **21.0 Bid Opening**

- 21.1 Bids for which an acceptable notice of withdrawal has been submitted pursuant to Para-20.0 hereof shall not be opened.
- 21.2 Then, the Part-I of the bid i.e., the envelope containing bid security & cost of tender document (if downloaded from websites) shall be opened. The bids whose bid security/cost of tender document ( if downloaded from websites ) is either deficient in value and/or form, will not be opened further and the envelopes containing Part-II and Part-III of the bid shall be returned unopened to such bidders.
- 21.3 "Techno-commercial bid" (Part-II of the bid) shall be opened (i.e. only of those bidders whose bid security and cost of Tender document (if downloaded from websites) is found in the manner and of the amount prescribed in Para 14.0 & Para 1.5 here in above . The envelope of modification pursuant to Para-20 hereof, if any, to this part of bid shall be opened first.
- 21.4 The "Price Bid" (Part-III of the bid) shall be opened at a subsequent date for which a separate intimation will be sent. It will be discretion of the SAPDC 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-20 hereof, if any, to this part of bid shall be opened first.
- 21.5 Bidder's authorized representatives may attend the bid opening. The officers of the SAPDC 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 SAPDC for evidencing their participation in the process of bid opening.

### **22.0 Clarification of Bids**

To assist in the examination, evaluation and comparison of bids, the SAPDC may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing or by cable, 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 SAPDC during the evaluation of the bids in accordance with sub-Para-24.1 hereof.

### **23.0 Determination of Responsiveness & Techno-Commercial evaluation**

- 23.1 Prior to the detailed evaluation of bids, the SAPDC 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 holding notarized Power of Attorney in his favour.
  - 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 SAPDC 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 If a bid is not substantially responsive, it will be rejected by the SAPDC and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation or by submission of subsequent clarifications.

#### **24.0 Commercial evaluation**

24.1 Bids determined to be substantially responsive will be checked by the SAPDC for any arithmetic errors. Errors will be corrected by the SAPDC 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.

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

#### **24.3 Evaluation and Comparison of Bids**

24.3.1 The SAPDC will evaluate and compare only the bids determined to be substantially responsive to the requirements of the Bidding Documents in accordance with Para-23.0 hereof.

#### **24.3.2 In evaluating bids, SAPDC 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-24.1 hereof;
- ii) Making an appropriate adjustment to reflect discounts or other price modifications offered in accordance with Para-20.0 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.

#### **25.0 Award Criteria**

Subject to Para-26.0 hereof, the SAPDC 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.

#### **26.0 SAPDC Right to accept any Bid and to reject any or All Bids**

Notwithstanding Para-25.0, the SAPDC 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 SAPDC action.

## **27.0 Notification of Award**

- 27.1 Prior to the expiration of the period of bid validity prescribed by the SAPDC or any extension thereof, the SAPDC 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 SAPDC 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.

## **28.0 Signing of Agreement**

- 28.1 Within thirty (30) days of issue of the Letter of Acceptance, on a date and time mutually agreed upon, the successful bidder or his authorized representative shall attend the Office of Arun-3PPP, SAPDC, Plot no 583, Sajak Tole, koshi Highway Khandbari, Nepal for signing of the Agreement.
- 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.

**29.0 Engineer –in- Charge:-** Engineer –in- Charge(EIC) for the aforesaid work will be nominated by SAPDC.

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

<b>Name</b>	<b>Designation</b>	<b>Contact No’s.</b>	<b>Address</b>
Er. S.K Garg	Sr. Manager (M)	+977- 9852024908 (Fax No. +97729560712)	Arun-3, SAPDC, Plot no. 583, Sajak Tole, Koshi Highway, Khandbari, Distt. Sankhuwasabha, Nepal.
Er. Rajesh Chandel	Sr.Manager(T),	Ph. +977-1-6632879, Mob. No. +977- 9851214190	3-Lokanthali, Madhyapur (Thimi)-16,Kathmandu,Nepal
Dr. A.K. Pandey	Sr.Manager (P&C)	+977- 9852024902 (Fax No. +97729560712)	Arun-3, SAPDC, Plot no. 583, Sajak Tole, Koshi Highway, Khandbari, Distt. Sankhuwasabha, Nepal.
Er. R.C.Suleria	Manager(C)	+977-9852024906 (Fax No. +97729560712)	Arun-3, SAPDC, Plot no. 583, Sajak Tole, Koshi Highway, Khandbari, Distt. Sankhuwasabha, Nepal.

**SECTION-IV**  
**TENDER FORM, QUALIFICATION**  
**INFORMATION**

## TENDER FORM

To

The HOD  
P&C Deptt.  
SAPDC.,

1. We have read and examined the following Bidding Documents relating to  
“Construction of prefabricated structures for residential and office building at Tumlingtar,  
Arun-3HPP, Distt. Sankhuwasabha, Nepal”.**SECTIONS**

- I) Notice Inviting Tender
  - III) Instructions to Bidders
  - IV) Tender Forms, Form of Declaration, and Qualification information and Schedules A, B, C, D, E, F, G, K, L & M.
  - V) General Conditions of Contract and Contract Data
  - VI) Forms for Deeds of Guarantees and Hypothecation and Agreement
  - VII) Special Conditions of Contract
  - VIII) Tender Drawings
  - IX) Code of practice to be followed
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 Schedule-A and within the period(s) of completion as given in Schedule-D 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 after the deadline of submission of this tender and also agree not to make any modifications in its terms and conditions on our own accord.
4. A sum of **NPRs. 9,03,000/-** ~~has been paid online on E-portal~~ is hereby enclosed in the form of a demand draft / FDR / Banker Cheque / Pay order issued by a Class A bank situated in Nepal or international Bank duly confirmed by first category Nepalese bank acceptable to SJVN Arun-3 Power Development Company Private Limited as Earnest Money. 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 authorised to sign the Tender on behalf of the bidder along with Seal of Company)

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, etc. pertaining to the Work for “Construction of prefabricated structures for residential and office building at Tumlingtar, Arun-3HPP, Distt. Sankhuwasabha, Nepal.” the local and site conditions and having undertaken to execute the said works,

**DO HEREBY DECLARE THAT:**

1. The Bidder is familiar with all the requirements of the Contract.
2. The Bidder has not been influenced by any statement or promise of any person of the Employer but only the Contract 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)**

**AVERAGE ANNUAL TURNOVER**

Bidder's Name & Address

To

SAPDC

In order to meet the Eligibility Criteria 2(a), of ITB Section III. We declare that the Average Annual Construction Turnover during the last 3 years, ending 15th July 2015, should be at least **NPRs 1, 35,40,000/-** The details of our turnover are as under:

S. No.	Period	Turnover
1.	2012-2013	
2.	2013-2014	
3.	2014-2015	
4.	Average annual turnover for the last three (03) completed financial year	

Note: -

1. Certificate from M/s ..... in support of above details is enclosed at Annexure.....

Place

Signature.....

Date

Printed Name of authorized person having Power of Attorney.....

Designation.....

Seal of Firm.....

### Average Annual Turnover (In case of JV of Two Firms/ Partners)

Bidder's Name & Address

To

SAPDC

In order to meet the Eligibility Criteria 2(a), of ITB Section III. We declare that the average annual turnover of the Joint Venture partner other than lead partner independently is not less than **NPR 33,85,000/-** and of lead partner, not less than NPR 67,22,499.5/- during the last three (03) completed financial years i.e. up to 15<sup>th</sup> July,2015 We further declare that in totality as a whole, we are meeting 100% requirement. The details of our JV partner's turnover are as under:

S. No.	Period	Turnover		
		Lead Partner	Other Partner	Total
1.	2012-2013			
2.	2013-2014			
3.	2014-2015			
4.	Average annual turnover for the last three (03) completed financial year			

**Note:** *The Currency Conversion Rate as available on website [www.gocurrency.com](http://www.gocurrency.com) as on 28 days prior to application submission deadline, shall be considered for converting the figures from foreign currency into Indian currency.*

*However, in case the conversion rates are not available on said website, the Employer may consider the conversion rates from other website. The decision of Employer in this regard shall be final.*

**Average Annual Turnover (In case of JV of Three Firms/ Partners)**

Bidder's Name & Address

To

SAPDC

In order to meet the Eligibility Criteria 2(a), of ITB, Section III. We declare that the average annual turnover of the Joint Venture partners other than lead partners i.e. partner -1 independently is not less than **NPRs. 33,85,000/-** partner -2 independently is not less than **NPRs. 33,85,000/-** and of lead partner, not less than **NPR 67,70,000/-** during the last three (03) completed financial years i.e. up to 15<sup>th</sup> July 2015. We further declare that in totality as a whole, we are meeting 100% requirement. The details of our JV partner's turnover are as under:

S. No.	Period	Turnover			
		Lead Partner	Partner-1	Partner-2	Total
1.	2012-2013				
2.	2013-2014				
3.	2014-2015				
4.	Average annual turnover for the last three (03) completed financial year				

**Note:** *The Currency Conversion Rate as available on website [www.gocurrency.com](http://www.gocurrency.com) as on 28 days prior to application submission deadline, shall be considered for converting the figures from foreign currency into Indian currency.*

*However, in case the conversion rates are not available on said website, the Employer may consider the conversion rates from other website. The decision of Employer in this regard shall be final.*

**Qualification Information Form-B-1**

**STATEMENT OF WORKS COMPLETED DURING LAST 7 YEARS BY THE CONTRACTOR (S)**

Bidder's Name & Address

To

SAPDC

In order to meet the Eligibility Criteria of 2(b) of ITB, Section III. We declare that we ourselves/ as a member of Joint venture / Approved Sub Contractor have executed during last seven(07) years ending last day of month previous to the one in which bids are invited:

Sl. No	Name of work with full address & to whom awarded by the client	Name of the Client/ Agency with full address and Tel. No. & Fax No.	Scope of Work	Date of Award & Agreement No. & date	Date of Completion as per		Cost of the completed work as per		Details of similar works under execution / their latest completion stage			In case the work being executed by a JV, then, indicate Bidder's Scope of work/ share in the JV	Whether relevant certificate from the client with regard to fulfilling the stated requirements attached
					Agreement	Actual	Agreement	Actual	Details of similar works completed	Cost of the similar completed work	Date of completion of similar works		
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>
<b>A. Three similar Completed works costing not less than NPRs 1,80,53,000/- each, during last seven(07) years</b>													
1.													
2.													
3.													
<b>OR</b>													
<b>B. Two similar Completed works costing not less than NPR 2,25,66,500/-each, during last seven(07) years</b>													
1.													
2.													
<b>OR</b>													
<b>C. One similar Completed work costing not less than NPR 3,61,06,000/- during last seven(07) years</b>													



**Qualification Information Form-B-2**

**STATEMENT OF WORKS COMPLETED DURING LAST 7 YEARS BY THE CONTRACTOR (S)**

Bidder's Name & Address

To

SAPDC

In order to meet the Eligibility Criteria of 2(b) of ITB, Section III **.,In case of JV of Two Firms/ Partners]** of ITB. We declare that we ourselves/ as a member of Joint venture have executed during last seven(07) years ending last day of month previous to the one in which bids are invited:

Sl No	Name of work with full address & to whom awarded by the client	Name of the Client / Agency with full address and Tel. No. & Fax No.	Scope of Work	Date of Award & Agreement No. & date	Date of Completion as per		Cost of the completed work as per		Details of similar works under execution / their latest completion stage			In case the work being executed by a JV, then, indicate Bidder's Scope of work/ share in the JV	Whether relevant certificate from the client with regard to fulfilling the stated requirements attached
					Agreement	Actual	Agreement	Actual	Details of similar works completed	Cost of the similar completed work	Date of completion of similar works		
1.	2.	3	4	5	6.	7.	8.	9.	10.	11.	12.	13.	14.

**A) Three similar Completed works during last seven(07) years**

a) Two completed works of similar nature each amounting to at least **NPRs. 1,80,53,000/-** or more , shall be fulfilled by lead partner

1													
2													

**AND**

b) One completed work of similar nature amounting to at least **NPRs. 90,26,500/-** or more, shall be fulfilled by other partner.

**1**

**OR**

**B) Two similar Completed works during last seven(07) years**

a) One completed work of similar nature amounting to at least **NPR 2,25,66,500/-** or more, shall be fulfilled by lead partner

**1**

**AND**

b) One completed work of similar nature amounting to at least **NPR 1,35,40,000/-** or more, shall be fulfilled by other partner

**1**

**OR**

C) *One* completed work of similar nature costing not less than the amount equal to **NPR 3,61,06,000/-** shall be fulfilled by lead partner

**1**

Note: -

- i. Certificate from M/s ..... in support of above details is enclosed at ANNEXURE.....
- ii. Copy of Joint Venture Agreement indicating our name as member along with allocation of scope of work between the partners and break-up of quantities executed as member of Joint Venture is enclosed at ANNEXURE.....
- iii. In case allocation of scope of work between the partners of the Joint Venture is not clearly defined then the Joint Venture Agreement indicating the share of various partners is given in the subject Agreement enclosed.
- iv. The Bidder shall submit the proof of details of declaration.
- v. The works in progress completed up to water bound macadam only shall be considered.

- vi. The Currency Conversion Rate as available on website [www.gocurrency.com](http://www.gocurrency.com) as on 28 days prior to application submission deadline, shall be considered for converting the figures from foreign currency into Indian currency.  
However, in case the conversion rates are not available on said website, the Employer may consider the conversion rates from other website. The decision of Employer in this regard shall be final.

**STATEMENT OF WORKS COMPLETED DURING LAST 7 YEARS BY THE CONTRACTOR (S)**

Bidder's Name & Address

To

SAPDC

In order to meet the Eligibility Criteria of 2(b) of ITB, Section III **In case of JV of Three Firms/ Partners** of ITB. We declare that we ourselves/ as a member of Joint venture have executed during last seven(07) years (counted from the date of Notification of this tender Notice:)] of ITT. We as a **Joint Venture of Three Firms** declare that we ourselves/ as a member of Joint venture have executed during last seven(07) years ending last day of month previous to the one in which bids are invited:

Sl. No	Name of work with full address & to whom awarded by the client	Name of the Client / Agency with full address and Tel. No. & Fax No.	Scope of Work	Date of Award & Agreement No. & date	Date of Completion as per		Cost of the completed work as per		Details of similar works under execution / their latest completion stage			In case the work being executed by a JV, then, indicate Bidder's Scope of work/ share in the JV	Whether relevant certificate from the client with regard to fulfilling the stated requirements attached
					Agreement	Actual	Agreement	Actual	Details of similar works completed	Cost of the similar completed work	Date of completion of similar works		
1.	2.	3	4	5	6.	7.	8.	9.	10.	11.	12.	13.	14.

**A) Three similar Completed works during last seven(07) year**

a) One completed work of similar nature amounting to at least NPRs. **1,80,53,000/-** or more shall be fulfilled by lead partner

1													
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**AND**

b) One completed work of similar nature amounting to at least NPR **90,26,500/-** or more shall be fulfilled by partner - 1.

<b>1</b>													
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**AND**

c) One completed work of similar nature amounting to at least NPR **90,26,500/-** or more shall be fulfilled by partner - 2.

<b>1</b>													
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**OR**

**B) Two similar Completed works during last seven(07) years**

a) One completed work of similar nature amounting to at least NPR **2,25,66,500/-** shall be fulfilled by lead partner

<b>1</b>													
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**AND**

b) One completed work of similar nature amounting to at least NPR **1, 12, 83,500/--** or more shall be fulfilled by any of the partners.

<b>1</b>													
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**OR**

**C) At least one completed work of similar nature costing not less than the amount equal to NPR **3,61,06,000/-** shall be fulfilled by lead partner.**

<b>1</b>													
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Note: -

- i. Certificate from M/s ..... in support of above details is enclosed at ANNEXURE.....
- ii. Copy of Joint Venture Agreement indicating our name as member along with allocation of scope of work between the partners and break-up of quantities executed as member of Joint Venture is enclosed at ANNEXURE.....
- iii. In case allocation of scope of work between the partners of the Joint Venture is not clearly defined then the Joint Venture Agreement indicating the share of various partners is given in the subject Agreement enclosed.
- iv. The Bidder shall submit the proof of details of declaration.
- v. The works in progress completed up to water bound macadam only shall be considered.

- vi. The Currency Conversion Rate as available on website [www.gocurrency.com](http://www.gocurrency.com) as on 28 days prior to application submission deadline, shall be considered for converting the figures from foreign currency into Nepalese currency.
- However, in case the conversion rates are not available on said website, the Employer may consider the conversion rates from other website. The decision of Employer in this regard shall be final.

**SECTION –V**

**GENERAL CONDITIONS OF  
CONTRACT AND SCHEDULES**

## **GENERAL CONDITIONS OF CONTRACT**

### **CLAUSE-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:** means the document forming the tender, acceptance thereof and the formal agreement executed between the SJVN Arun-3 power Development Company Private Limited and the Contractor, 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) **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.
- (v) **Corporation or Employer:** means the SJVN Arun-3 power Development Company Private Limited having its office at Koshi Highway, Khandbari, Distt, Sankhuwasabha, Nepal, and includes therein legal representatives, successors and assigns.
- (vi) **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.
- (vii) **Contractor's Equipment:** means all appliances and things of whatsoever nature (other than Temporary Works) required for the execution and completion of the Works and the remedying of any defects therein, but does not include Plant, materials or other things intended to form or forming part of the Permanent Works.
- (viii) **Cost:** The word "cost" shall be deemed to include overhead costs whether on or off the site.
- (ix) **Day:** means a calendar day beginning and ending at midnight.
- (x) **Drawing:** means and shall include Tender drawing and Construction Drawing.
- (xi) **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.
- (xii) **General Manager or HOP:** means the General Manager deputed by of the Employer, as the case may be.
- (xiii) **Letter of Award or Acceptance:** means a letter from the Employer/Engineer-in-Charge conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- (xiv) **Permanent works:** means the permanent works to be executed (including Plant) in accordance with the Contract.
- (xv) **Plant:** means machinery, apparatus and like intended to form or forming part of Works.
- (xvi) **Site:** means the land and/or other places, on or through which the works are to be executed including any other lands or places which may be allotted for the purpose of the contract.

- (xvii) **Specifications:** means the Technical specification of the Works included in the Contract and any modification thereof or addition thereto made under Clause 18 or submitted by the Contractor and approved by the Engineer.
- (xviii) **Sub-Contractor:** means any person named in the Contract as a Sub-Contractor for a part of the Works or any person to whom a part of the Works has been subcontracted with the consent of the Employer and the legal successors in title to such person, but not any assignee of any such person.
- (xix) **Time for Completion :** means the time for completing the execution of and passing the Tests on Completion of the Works or any Section or part thereof as stated in the Contract (or as extended under Clause 39) calculated from the Commencement Date.
- (xx) **Temporary works:** means all temporary works of every kind (other than Contractor's Equipment) required in or about the execution and completion of the Works and the remedying of any defects therein.
- (xxi) **Tender Drawings:** means the drawings referred to in the Specifications and/or appended with the Bidding Documents.
- (xxii) **Urgent Works:** means any urgent measures, which in the opinion of the Engineer-in-Charge, become necessary at the time of execution and/or during the progress of work to obviate any risk of accident or failure or to obviate any risk of damage to the structure, or required to accelerate the progress of work or which become necessary for security or for any other reason the Engineer-in-Charge may deem expedient.
- (xxiii) **Week:** means seven consecutive calendar days.
- (xxiv) **Work or Works:** means Permanent Works and/or Temporary Works to be executed in accordance with the Contract.

## **CLAUSE 2: 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) Special Conditions of Contract;
  - d) General Conditions of Contract ;
  - e) Technical Specifications;
  - f) Bill of Quantities;
  - g) Contractor's Bid other than BOQ;
  - h) Tender Drawings;

- i) Any other document forming part of the Contract.

### CLAUSE 3: SECURITY DEPOSIT

3.1 The Security Deposit shall comprise the following

- (i) Performance Security Deposit to be furnished by the Contractor within 30 days issue of Letter of Acceptance  
(ii) Retention Money to be recovered from Interim bills of the Contractor.

3.2 The Contractor within 30 (Thirty) days from the date of issue of Letter of Acceptance, shall furnish a **Performance security deposit of 3% (Three percent)** of the Contract Price for due performance of contract, in the following form:

- (a) Demand draft on any ***Class A Banks Situated at Nepal*** in the name of Employer Or  
(b) Irrevocable, valid and fully enforceable Bank Guarantee in favour of SJVN Arun-3 power Development Company Private Limited from an ***Class A Banks Situated at Nepal*** acceptable to Employer in the prescribed Form.

3.3 **Retention money shall be deducted by the Engineer-in-Charge from the interim bills of the Contractor @ 3% (three percent)** of the total value of each bill of the work done (including those of price variation) towards security deposit:-

3.4 If the Contractor expressly requests in writing, he will be permitted to convert the amount of Retention Money deducted from his interim bills into Bank Guarantee to be submitted in the prescribed Form, when cumulative retention money reaches more than 50% of the maximum limit i.e. 50% of 3% of Contract Price, subject to minimum amount of **NPRs 1.6 Crore** or more in each event if applicable. The Contractor shall ensure and demonstrate that all such amounts shall be used strictly for completion of same work.

3.5 All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract or any other contract or on any other account whatsoever may be deducted from Security Deposit. Also in the event of the Contractor's Security Deposit being reduced by reasons of such deductions, as aforesaid, the Contractor shall, within 14 days of receipt of notice of demand from the Engineer-in-Charge, make good the deficit in Security Deposit.

3.6 Should there arise any occasion under the Contract due to which the periods of validities of Bank Guarantees as may have been furnished by the Contractor from time to time, are required to be extended/renewed, the Contractor shall get the validity periods of such guarantees extended/renewed, and furnish these to the Engineer-in-Charge one month before the expiry date of the aforesaid Guarantees originally furnished failing which the existing Bank Guarantees shall be invoked by the Engineer-in-charge. Also in case of any deficit in securities on any account as might occur or is noticed, the Contractor shall forthwith recoup/replace the same with acceptable Security Deposit.

3.7 Bank Guarantees as aforesaid shall be valid till the 45 (Forty five) days beyond Defect Liability Period under the Contract (Clause 43).

3.8 The original BG against Performance Security Deposit and Retention Money should be sent by the Bank to SJVN Arun-3 Power development Company directly under Regd. Post (A.D.). However, in exceptional cases, where the original BG against Performance Security Deposit and Retention Money is handed over to the bidder by the issuing bank/branch, the bidder shall ensure that an un-stamped duplicate copy of the BG against Performance Security Deposit and Retention Money has been sent immediately by the issuing bank/branch under Regd. Post (A.D.) directly to SJVN Arun-3

Power Development Company with a covering letter to compare with original BGs and confirm that it is order.

#### **CLAUSE 4: REFUND OF SECURITY DEPOSIT**

The Security Deposit less any amount due shall, on demand, **be returned to the Contractor on or before 14th day after issuance of Defects Liability Certificate** (referred in Clause 43 and 57 hereof) No interest on the amount of Security Deposit shall be paid to the Contractor at the time of release of Security Deposit as stated above.

#### **CLAUSE 5: SUFFICIENCY OF TENDER**

**5.1** The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices stated in the Bill of Quantities, all of which shall, except insofar as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and completion of the Works and the remedying of any defects therein.

#### **CLAUSE 6: CONTRACT DOCUMENTS**

- 6.1 The Contract shall be signed in two originals, one for each party to the Contract. The language of the contract shall be English.
- 6.2 The Contractor shall furnish free of charge true copies of the Contract to the Employer as indicated in Schedule D
- 6.3 One copy of Contract shall be kept by the Contractor on the Site in good order and the same shall at all reasonable time be available for inspection and use by the Engineer-in-Charge, his representatives or by other Inspecting Officers.
- 6.4 None of these Documents shall be used by the Contractor for any purpose other than that of this contract.

#### **CLAUSE 7: LIFE-SAVING APPLIANCES AND FIRST-AID EQUIPMENT**

The Contractor shall provide and maintain upon the works sufficient, proper and efficient life-saving appliances and first-aid equipment in accordance with the requirement of International Labour Organization (ILO) Convention No.62. The appliances and equipment shall be available for use at all time.

#### **CLAUSE 8: DUTIES AND POWERS OF ENGINEER-IN-CHARGE'S REPRESENTATIVE**

- 8.1** The duties of the representative of the Engineer-in-Charge are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works.
- 8.2** The Engineer-in-Charge may, from time to time in writing, delegate to his representative any of the powers and authorities, vested in the Engineer-in-Charge and shall furnish to the Contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the representative of the Engineer-in-Charge to the Contractor within the terms of such delegation shall bind the Contractor and the Employer as though it has been given by the Engineer-in-Charge.
- 8.3** Failure of the representative of the Engineer-in-Charge to disapprove any work or materials shall be without prejudice to the power of the Engineer-in-Charge thereafter to disapprove

such work or materials and to order the pulling down, removal or breaking up thereof. The Contractor shall, at his own expense, again carry out such works as directed by the Engineer-in-Charge.

- 8.4** If the Contractor is dissatisfied with any decision of the representative of the Engineer-in-Charge, he will be entitled to refer the matter to the Engineer-in-Charge who shall thereupon confirm, reverse or vary such decision and the decision of the Engineer-in-Charge in this regard shall be final and binding on the Contractor.

#### **CLAUSE 9: ASSIGNMENT AND SUBLETTING**

The Contractor shall not sub-let, transfer or assign the whole or any part of the work under the Contract. Provided that the Engineer-in-Charge may, at his discretion, approve and authorize the Contractor to sub-let any part of the Work, which, in his opinion, is not substantial, after the Contractor submits to him in writing the details of the part of the work(s) or trade proposed to be sublet, the name of the sub-Contractor thereof together with his past experience in the said work/trade and the form of the proposed sub-contract. Nevertheless any such approval or authorization by the Engineer-in-Charge shall not relieve the Contractor from his any or all liabilities, obligations, duties and responsibilities under the Contract. The Contractor shall also be fully responsible to the Employer for all the acts and omissions of the sub-Contractor, his employees and agents or persons directly employed by the Contractor. However, the employment of piece-rate workers and purchase of material shall not be construed as sub-letting. Request for sub- contracting shall contain.

- (a) Contractor's certification regarding the financial soundness of the proposed Sub - Contractor for the work;
- (b) its scope and estimated value in relation to the Contract Price;
- (c) experience of the Sub-Contractor, in the related areas of work;
- (d) the manpower, equipment, material and other resources available with the Sub-Contractor for the work;
- (e) domicile of the Sub-Contractor and particulars of its other existing operations or contracts if any, in India.

#### **CLAUSE 10: FACILITIES TO OTHER CONTRACTORS**

- 10.1** The Contractor shall, in accordance with the requirements of the work as decided by the Engineer-in-Charge, afford all reasonable facilities to other Contractors engaged contemporaneously on separate contracts and for departmental labour and labour of any other properly authorized authority or statutory body which may be employed at the site for execution of any work not included in the Contract or of any contract which the Employer may enter into in connection with or ancillary to the works. In all matters of conflict of interest, the Engineer-in-Charge shall direct what compromise should be made and his decision shall be final and binding on the parties.

- 10.2** If, however, pursuant to Sub-Clause 10.1 the Contractor shall, on the written request of the Engineer-in-Charge:

- (a) make available to any such other Contractor, or to the Employer or any such authority, any roads or ways the maintenance of which is the responsibility of the Contractor ,
- (b) permit the use, by any such, of Temporary facilities or Contractor's Equipment on the Site, or

- (c) provide any other service of whatsoever nature for any such, the Engineer-in-Charge shall determine the payment admissible to the Contractor at the cost of other Contractors or Employer as the case may be.

#### **CLAUSE 11: CHANGES IN CONSTITUTION**

Where the Contractor is a partnership firm, prior approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual, such approval, as aforesaid, shall likewise be obtained before the Contractor enters into any partnership firm which would have the right to carry out the work undertaken by the Contractor. If prior approval as aforesaid is not obtained, the Contract shall be deemed to have been assigned in contravention of Clause 38 hereof and the same action will be taken and the same consequences shall ensure as provided for in the said Clause 38.

#### **CLAUSE 12: POSSESSION AND USE OF SITE**

12.1 Save in so far as the Contract may prescribe:

- (a) the extent of portions of the Site of which the Contractor is to be given possession from time to time,
- (b) the order in which such portions shall be made available to the Contractor, and, subject to any requirement in the Contract as to the order in which the Works shall be executed, the Employer will give to the Contractor possession of
- (c) so much of the Site, and
- (d) such access as, in accordance with the Contract, is to be provided by the Employer as may be required to enable the Contractor to commence and proceed with the execution of the Works in accordance with the program referred to in Clause 14, if any, and otherwise in accordance with such reasonable proposals as the Contractor shall, by notice to the Engineer. The Employer will, from time to time as the Works proceed, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with the execution of the Works in accordance with such program or proposals, as the case may be.

12.2 If the Contractor suffers delay from failure on the part of the Employer to give possession in accordance with the terms of Sub-Clause 12.1, the Engineer-in-Charge shall, determine any extension of time to which the Contractor is entitled under Clause 39.

12.3 The Contractor shall be responsible to arrange the land for Contractor's infrastructure works namely field office(s), colony, workshop(s), stores, magazines for explosives in isolated locations, assembly-yard, and access thereto over routes as may be required for execution of the Works at his own cost and Employer shall not be responsible for making available the same.

12.4 The Contractor shall provide at his own cost all temporary pathways/roads required at site or to quarries or borrow areas and shall alter, adopt and maintain the same as required from time to time and shall bear all expenses and charges for special or temporary way leaves required by him in connection with access to the site and shall take up and clear them away and make good all damages done to the site as and when no longer required and as and when ordered by the Engineer-in-Charge.

**CLAUSE 13: (Deleted from Sr. No. 13.1 to 13.6) ~~ADVANCES AND RECOVERY THEREOF~~**

13.1 — Financial assistance in the shape of recoverable advance on written request from the Contractor may be provided to the Contractor for augmenting/supplementing his resources in the manner indicated hereunder.

#### **13.1.1 Advances for Initial Mobilisation, Preliminary, Enabling and Ancillary Works**

The Engineer in Charge, upon the request of Contractor an Interest bearing advance upto a maximum of **5 (Five) percent** (as mentioned in Schedule D) of the Contract Price may be given to the Contractor for exclusively for the cost of initial mobilisation, preliminary, enabling and ancillary works, such as labour mobilisation, construction of offices, labour huts, staff quarters, stores, workshops, laying of air, water and electric lines, subject to the following conditions:

- (i) — The advance shall bear simple interest @ mentioned in Schedule 'D'. The monthly interest shall be calculated on outstanding balance of advance on the last day of the previous calendar month.
- (ii) — Initially a lump sum advance (as first Instalment) up to **2 (Two) percent** (refer Schedule D) of the Contract Price, shall be paid within one month of the signing of the agreement and on Contractor's **furnishing the requisite Bank Guarantee of the value of 110% of such advances** on the approved form incorporated in the contract from a **Class A Banks Situated At Nepal**.
- (iii) — The balance advance (as second Installment) **3 (Three) percent** of contract price shall be released on furnishing the Bank Guarantee of **the value of 110% of such advances** from a scheduled bank, only after the Contractor submits details of complete & satisfactory utilization of the First instalment to the following effect which shall be subject to verification by the Engineer will be entitled to physically access the same:
  - (a) — Construction of Camp, Stores and workshops etc.
  - (b) — Mobilization of labour as per agreed schedule,
  - (c) — Overhauling, dismantling and transportation of Contractor's constructional equipment to the site as per agreed schedule including procurement of spare parts.
  - (d) — Construction of enabling works such as development of land for infrastructure works and foundation for constructional equipment etc.

In addition to above, the contractor shall provide details of utilization for second instalment also in the above manner for verification of the Engineer.

- (iv) — ~~The Bank Guarantee so furnished shall be valid till the said advance alongwith interest thereupon has been fully recovered.~~ Should there arise any occasion under the Contract due to which the period of validities of such Bank Guarantees, are required to be extended or the same be renewed, the Contractor at his own cost shall get the validity period of such guarantees extended or the same be renewed, as the case may be, and furnish the same to the Engineer in Charge 30 days before the expiry date of the aforesaid guarantees failing which the Engineer in Charge shall be at liberty, to invoke the existing Bank Guarantee or to withhold the payments of the Interim bills till such time the amount of outstanding advance including interest thereupon is fully recovered.

- (v) ~~The recovery of advance shall start after the Contractor has received a gross payment equivalent to 10% of Contract Price and shall be effected on pro-rata basis to the gross value of work billed in such a way that the full advance with interest thereupon is recovered by the time 90% of the Contracted Price is paid.~~

~~The interest shall be calculated on the outstanding amount of principal at the close of each month. The recovery of interest shall be started when the Contractor has received a gross payment equivalent to 5% of the Contract Price and interest as accrued/accruing till the time 10% of Contract Price is paid shall be recovered in suitable instalments in such a way that the above said accrued interest is fully recovered by the time the Contractor receives a gross payment equivalent to 10% of the Contract Price and thereafter the interest as may be due on 1<sup>st</sup> of each month will be recovered from the Interim bills of the Contractor to be paid during that month. Recoveries will first be credited to interest due and residual applied to the principal.~~

### **13.1.2. Advance for construction equipment**

~~In addition to the advance mentioned in 13.1.1 above, upon the request of Contractor an Interest bearing advance upto a maximum of 10 (Ten) percent (refer schedule D) of the Contract Price will be paid to the Contractor for Construction Equipment subject to the following conditions:~~

- ~~i) The advance shall bear simple interest@ mentioned in Schedule 'D'. The monthly interest shall be calculated on outstanding balance of advance on the last day of the previous calendar month.~~
- ~~ii) The construction equipment, as are required for the actual execution of the work depending upon the techniques and sequences of construction as proposed by the Contractor, are considered by the Engineer in Charge to be necessary for the works and are not in excess of the requirements shall be mutually discussed and finally approved by the Engineer in Charge. Such approved Construction Equipment must reach the site of work before release of advance payment.~~
- ~~iii) The Construction Equipment for which the advance is to be granted shall be of unencumbered ownership of the Contractor and shall be hypothecated in favour of the Employer before the advance is paid. This shall be executed on the form of Hypothecation Deed as approved by the Employer, on legally valid stamp paper of appropriate value. The Hypothecation Deed shall be registered by the Contractor with the Registrar of Companies under the Companies Act and all charges on account of execution of deed, registration charges etc. shall be borne by the Contractor and the Contractor shall duly inform the Engineer in Charge about such registration. The Contractor shall also get such construction Equipment insured under CPM Policy in the joint name of the Contractor and the Employer for full value against all risks at his cost. The insurance policy shall be valid till such time the Plant and Equipment remains under Hypothecation and the advance is recovered/repaid in full. Both the Hypothecation Deed and the Insurance Policy shall be deposited by the Contractor with the Engineer in Charge before the advance is released.~~
- ~~iv) Subject to the maximum limit fixed for such advances as above and conditions thereto, the advance shall be granted to the extent of 90% of the cost of new equipment purchased by him duly supported by due proof of payment, purchase vouchers and other connected documents/evidence to the satisfaction of Engineer in Charge. No advance shall be granted for old, used equipment.~~
- ~~v) In case the Contractor desires to shift any such equipment from the site of work, he shall do so with the written permission of the Engineer in Charge and after repaying the outstanding advance of that particular equipment and subject to the condition that the said equipment is no more required at the site.~~

vi) ~~The recovery of principal shall start after the Contractor has received a gross payment equivalent to 10% of Contract Price and shall be effected on pro rata basis to the gross value of work billed in such a way that the full advance is recovered by the time 90% of the Contract Price is paid. The interest shall be calculated on the outstanding amount of principal at the close of each month.~~

~~The recovery of interest shall be started when the Contractor has received a gross payment equivalent to 5% of the Contract Price and the interest as accrued/accruing till the time 10% of the Contract Price is paid shall be recovered in suitable instalments in such a way that the above said accrued interest is fully recovered by the time the Contractor receives a gross payment equivalent to 10% of Contract Price and thereafter the interest as may be due on 1<sup>st</sup> of each month will be recovered from the Interim bills of the Contractor to be paid during that month. Recoveries will first be credited to interest due and residual applied to the principal.~~

vii) ~~The cost of the new equipment for the purpose of this clause shall mean the cost as invoiced by the suppliers of the Construction equipment, inclusive of taxes and duties.~~

~~In respect of imported equipment, C.I.F. cost plus customs duty shall be deemed to be the cost of equipment for the purpose of this clause. For this purpose, C.I.F. cost shall be the same as determined by the customs authorities for customs duty purposes.~~

viii) ~~Submission by the contractor of performance security in accordance with Clause 3.1(i),~~

ix) ~~Execution of the Contract Agreement by the parties hereto;~~

x) ~~The advance against imported Construction equipment will be released when the construction equipment reaches Indian port of destination and on production of documents to the satisfaction of Engineer in Charge and the construction equipment is fully insured from the port to the site.~~

13.2 ~~The gross value of work billed/gross payment shall mean to include payment towards scheduled items, extra items, deviated items, substituted items, altered items and escalation bills for the purpose of this clause only.~~

13.3 ~~The interest as specified in 13.1.1 and 13.1.2 shall be charged on monthly basis reckoned from the date of release thereof.~~

13.4 ~~The contractor shall be entitled to replace the advance payment Bank Guarantee with the Bank Guarantee of the value equal to 110% of the reduced outstanding amount of down payment as a result of part recovery from time to time or alternatively, the Contractor may furnish an undertaking from issuing Bank, as acceptable to the Employer, to the effect that the Bank's liability under the Bank Guarantee is hereby reduced to an amount equal to 110% of the reduced outstanding amount of down payment as a result of part recovery from time to time. Advance payment Bank Guarantee shall be returned to the Contractor within 30 days after its reduction to zero or fully recovered.~~

13.5 ~~If the advance payment has not been repaid by the Contractor prior to the issue of the certificate of completion (Clause 42) for the works or prior to termination under Clause 36, Clause 37, Clause 38 Or Clause 32 (Force Majeure) (as the case may be), the whole of the balance then outstanding shall immediately become due and payable by the Contractor to the Employer."~~

13.6 ~~The release of advance payment shall be subject to receipt of original Bank Guarantee directly from the issuing bank in the manner & term as stipulated in these Conditions of Contract to the Employer and which is in finality to be acceptable to the Engineer in Charge.~~

## **CLAUSE 14: COMMENCEMENT OF WORK**

- 14.1 The Contractor shall commence the Work(s) immediately after the issue of Letter of Acceptance and shall proceed with the same with the expedition and without delay as may be expressly sanctioned or ordered by the Engineer-in-Charge. If the Contractor commits default in the commencement of work within 30 days of issue of Letter of Acceptance, the Engineer-in-Charge shall without prejudice to any other right or remedy be at liberty to cancel the Contract and earnest money shall be forfeited.
- 14.2 The Contractor shall submit along with his tender, the construction planning, phasing & sequence of construction, time & progress chart within the framework of construction schedule, i.e. Schedule 'E' for achieving the completion targets of Work(s) as a whole and also of each group/sub- group of work(s) as stipulated in Schedule 'C', showing the order or procedure and a statement showing the method and techniques of construction by which the Contractor proposes to carryout the Works. Such charts or program shall be prepared in direct relation to the construction schedule i.e. Schedule 'E' as well as the time stated in the Contract for completion of part of Works stipulated in Schedule 'C'. It shall indicate the commencement and completion of various trades or sections of the Works, distribution and balancing of work-load pertaining to construction activities in various structures/component parts of Works into working seasons duly taking into account working months available in each working season and number of working days available in the working months, to arrive at seasonal monthly average and seasonal monthly peak progress with corresponding time periods. Such construction planning will be discussed and finally agreed with successful Bidder before award of work and the same shall form an integral part of the agreement. Contractor shall follow such an agreed planning & scheduling. However, it shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.
- 14.3 Within 15 days of issue of Letter of Acceptance, the Contractor shall submit, to Engineer for his consent Master Control Network including but not limited to comprehensive bar chart stipulating quantities of work to be executed supported by machinery deployment schedule for the execution of Works within the overall time frame included in the schedule incorporated in the Contract. The Contractor shall provide, in writing, general description of arrangements and methods proposed to be adopted for execution of Works within Time for Completion duly taking into account the milestones for the purpose of levying liquidated damages listed in Schedule 'C'.
- 14.4 During the execution of Works, if it appears to the Engineer in-charge, that actual progress of works does not conform to the program consented by him Engineer-in-Charge under sub clause 14.3 above, the Contractor shall produce a revised program dealing modifications to such program necessary for ensuring completion of works within Time for Completion.
- 14.5 The Contractor shall provide a detailed month-wise cash flow estimate at the beginning of each financial year duly revised at quarterly intervals if required so by the Engineer-in-Charge.
- 14.6 The submission to and consent by the Engineer-in-Charge of such programs or the provision of such general descriptions or cash flow estimates shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

## **CLAUSE 15: WORKS TO BE CARRIED OUT IN ACCORDANCE WITH**

## **SPECIFICATIONS, DRAWINGS AND ORDERS, ETC.**

15.1 The Contractor shall execute the Works in the most substantial and workmanlike manner and both as regards material and otherwise in every respect in strict conformity with the Specification. The Contractor shall also conform exactly, fully and faithfully to the designs, drawings, Specifications and instructions in writing in respect of the work, duly signed by the Engineer-in-Charge issued from time to time. The Contractor shall take full responsibility for the adequacy of all the site operations and methods of construction.

The Contractor shall give prompt notice to the Engineer-in-Charge, with a copy to the Employer, of any error, omission, fault or other defect in the design of or Specifications for the Works which he discovers when reviewing the Contract or executing the Works.

15.2 The Contractor shall be entitled to receive, the documents set forth herein during the performance of the Contract:

- |    |   |        |
|----|---|--------|
| a. | Construction drawings and revisions thereto                                     | 3 sets |
| b. | Specifications or revisions thereof other than standard printed Specifications. | 2 sets |
| c. | Explanations, instructions etc.   | 1 copy |

Such further drawings, explanations, modifications and instructions, as the Engineer-in-Charge may issue to the Contractor from time to time in respect of the Work, shall be deemed to form integral part of the Contract and the Contractor shall to carry out the Work accordingly.

15.3 The Contractor shall give notice to the Engineer-in-Charge, whenever planning or execution of the Works is likely to be delayed or disrupted unless any further drawing or instruction is issued by the Engineer-in-Charge within a reasonable time. The notice shall include details of the drawing or instruction required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

15.4 If, by reason of any failure or inability of the Engineer-in-Charge to issue, within a time reasonable in all the circumstances, any drawing or instruction for which notice has been given by the Contractor in accordance with Sub-Clause 15.3, the Contractor suffers delay then the Engineer-in-Charge shall, after approval of the Employer determine any extension of time to which the Contractor is entitled under Clause 39.

### **CLAUSE 16: SETTING OUT THE WORKS**

16.1 The Engineer-in-Charge shall establish/indicate the Bench Marks and convey the same in writing to Contractor immediately after Letter of Acceptance. Engineer-in-Charge shall be responsible for correctness of such data / bench marks conveyed to the Contractor.

16.2 The Contractor shall be responsible for the true and proper setting out of all the work (in relation to the afore-mentioned Bench Marks) for the correctness of the location, grades, dimensions and alignment of all components of the work; and for the provisions of all instruments, appliances, materials and labour required in connection therewith. If at any time during the progress of work, any error shall appear or arise in the location, grades, dimensions, or alignment of any part of the Work, the Contractor on being required to do so

by the Engineer-in-Charge shall, subject to Clause 16.1 hereof, at his own expense, rectify such error to the satisfaction of the Engineer-in-Charge.

- 16.3 The Contractor shall afford all reasonable facilities and assistance to the Engineer-in-Charge for checking the setting out and lines and grades established by the Contractor. The checking of any setting out or of any line and grade by the Engineer-in-Charge shall not in any way relieve the Contractor of his responsibility for the correctness thereof.

#### **CLAUSE 17: URGENT WORKS**

If any urgent work (in respect whereof the decision of the Engineer-in-Charge shall be final and binding) becomes necessary, the Contractor shall execute the same as may be directed.

#### **CLAUSE 18: DEVIATIONS**

- 18.1 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 18.2 of the bid.

- 18.2 The rates for such items of work as are required to be executed due to Deviations, as stated in sub-clause 18.1 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 the Variation so ordered do not exceed (+) **30%** (plus thirty percent) in respect of quantities of individual items appearing in the Bill of Quantities. **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 of (+) 30% as mentioned in clause 18.2 (i) above, the Contractor, within 15 days (or as agreed by the Engineer) 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 and labour specified herein shall mean those specified in "*Guidelines for preparation of Project Estimates for River Valley Projects (Latest Version) of Central Water Commission, Govt. of India* and if not available therein, then of State's *Public Works Department*. Standard norms for machinery use shall mean those of "*Bureau of Indian Standards (IS 11590:1995-*

*Latest Version)*” and if not available therein, then those specified in “Guidelines for preparation of Project Estimates in Nepal”.

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 specified in Schedule ‘D shall be allowed to cover the Contractor’s overheads, profits, and supervision charges. However, for materials issued by the Employer to the Contractor and/or construction equipment supplied on rental charge(s) by Employer to the Contractor during the course of execution of works, the Contractor shall be entitled to such percentage as specified in Schedule ‘D of such costs to cover transportation, overheads, supervision, profit etc.

Provided further that unless otherwise specifically mentioned in BOQ or Letter of Acceptance, no change in the rate or price for any item contained in the Contract shall be considered unless value of executed quantity of such item accounts for an amount more than 2 percent of the Contract Price, and the actual quantity of work executed under the item exceeds quantity set out in the Bill of Quantities by more than 30 percent.

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.

- 18.3 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.
- 18.4 Under no circumstances, the Contractor shall suspend the work on account of non-settlement of rates of such Deviated items.
- 18.5 Provided that no deviations instructed to be done by the Engineer – in – charge pursuant to Clause 18.1 shall be valid under Clause 18.2 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.

#### **CLAUSE 19: CONTRACTOR'S SUPERVISION**

19.1 The Contractor shall appoint at his own expense adequate number of engineers with sufficient experience to supervise the Works.

The Contractor or his authorized representatives present at the site(s) shall superintend the execution of the works with such additional assistance in each trade, as the work involved shall require and considered reasonable by the Engineer-in-Charge. Directions/instructions given by the Engineer-in-Charge to the Contractor's authorized representatives shall be considered to have the same force as if these had been given to the Contractor himself.

#### **CLAUSE 20: INSTRUCTIONS AND NOTICES**

20.1 Except as otherwise provided in this Contract, all notices to be given on behalf of the Employer and all other actions to be taken on its behalf may be given or taken by the Engineer-in-Charge or any officer for the time being entrusted with the functions, duties and

powers of the Engineer-in-Charge.

- 20.2 All instructions, notices and communications etc. under the contract shall be given in writing and any such oral orders/instructions given shall be confirmed in writing and no such communication which is not given or confirmed in writing shall be valid.
- 20.3 Either party may change a nominated address to another address by prior notice to the other party.
- 20.4 The Engineer-in-Charge shall communicate or confirm the instructions to the Contractor in respect of the execution of work in a 'Work Site Order Book' maintained in the office of the Engineer-in-Charge or his representative and the Contractor or his authorized representative shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the Contractor, he shall be furnished a certified true copy of such instruction(s).

#### **CLAUSE 21: CONSTRUCTION EQUIPMENT**

- 21.1 The Contractor shall provide and install all necessary construction equipment and machinery required for the execution of the Works under the Contract, at his cost and shall use such methods and appliances for the purpose of all the operations connected with the Work covered by the Contract which shall ensure the completion of Work(s) within the specified Time for completion.
- 21.2 The Bidder shall submit as per Schedule 'F', full details of construction equipment and machinery proposed to be deployed for the work(s) along with its planning schedule showing month wise phasing in accordance with the construction schedule i.e. Schedule 'E'. The Schedule 'F' submitted by the Bidder should conform to the Construction Schedule i.e. Schedule 'E'. The Construction, equipment & machinery schedule as submitted shall be mutually discussed and finalised with the successful Bidder and approved before award of work and these shall form integral part of Contract. The Contractor shall deploy construction equipment and machinery as per agreed schedule. Provided further that in case of slow rate of Progress of Works, the Contractor should supplement the agreed schedule of equipment with additional equipment so as to ensure completion of Works within Time for Completion at no extra cost to Employer.
- 21.3 The Contractor shall not remove construction equipment, except for purpose of removing it from one part of the site to another, without written consent of the Engineer.

Provided always that any such approval of Construction equipment schedule in 21.2 shall not absolve the Contractor of his obligations for due execution of the Works within the Time for Completion as per the Contract. Subject to the availability of any of Employer's equipment and at the written request of the Contractor, such equipment and machinery may be issued to the Contractor on hire for being deployed on the Work contracted for, at pre-determined rates, terms and conditions at the sole discretion of the Engineer-in-Charge.

#### **CLAUSE 22: PATENT RIGHTS**

The Contractor shall indemnify the Employer, its representatives or its employees against any action, claim or proceedings relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the Contract. In the event of any claim being made or action being brought against the Employer or any agent, servant or employee of the Employer in

respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof. Provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the Employer, but the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the Contractor only if the use was the result of any drawings and/or specifications issued after submission of the tender.

#### **CLAUSE 23: MATERIALS**

- 23.1 Subject to clause 31.2, the Contractor shall at his own expense provide/arrange all materials required for the bonafide use on work under the Contract.
- 23.2 All materials to be provided by the Contractor shall be in conformity with the Specifications laid down in the Contract and the Contractor shall furnish from time to time proof and samples, at his cost, of the materials as may be specified by the Engineer-in-Charge for his approval before use in the Works. The Engineer-in-Charge shall also have powers to have such tests, in addition to those specified in the Contract, as may be required and the Contractor shall carry out the same. The cost of materials consumed in such tests and also expenses incurred thereon shall be borne by the Contractor in all cases except when the materials are agreed to be issued by the Employer under the contract and also where such tests which are in addition to those provided in the Contract.
- 23.3 The Engineer-in-Charge or his representative shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured, or at any place where these are lying or from where these are being obtained. For this purpose, the Contractor shall afford such facilities as may be required for such inspection and examination.
- 23.4 The Engineer-in-Charge shall have full powers for removal of any or all materials brought to site by the Contractor, which are not in accordance with the Contract Specifications or samples, approved by him. Should the Contractor fail to remove the rejected materials, the Engineer-in-Charge shall be at liberty to have them removed by other means at the Contractor's cost. The Engineer-in-Charge shall have full power to procure other proper materials to be substituted at Contractor's costs.

#### **CLAUSE 24: POWER SUPPLY**

- 24.1 The Contractor shall make arrangements for the full anticipated requirement of construction power at his own risk and cost.
- The Employer, if requested by the Contractor will provide assistance to the Contractor to obtain construction power from grid to meet part requirement as standby arrangement. Contractor will not have any claim, if construction power is not available from the grid or the quality or availability of Grid Power is not up to the mark. The Contractor will also be responsible for making all payments to the concerned authorities and will make no claims if the power is not available due to grid failure or otherwise.
- 24.2 The Contractor at his own cost shall provide and install all necessary electrical installations and other temporary equipments for further distribution and utilization of energy for power and lighting and shall remove the same on completion of the Works. All jobs shall be suitably lighted by the Contractor at his own expenses for their proper execution and inspection in accordance with the provisions of laws in force.
- 24.3 No payment shall be made by the Employer for generation, distribution and consumption of

electricity in execution of Works by the Contractor.

#### **CLAUSE-25: SUPPLY OF WATER**

The Contractor shall make his own arrangements for water required for and in connection with the work at his cost. It shall be the responsibility of the Contractor to satisfy himself that the water arranged by him is fit for construction & consumption & he shall adequately treat such water whenever it is not found fit for the said purposes.

#### **CLAUSE-26: WATCHING AND LIGHTING**

The Contractor shall provide and maintain at his expense all lights, guards, fencing and watching when and where necessary or as required by the Engineer-in-Charge for the protection of the works or for the safety and convenience of those employed on the works or the public.

#### **CLAUSE 27: WORK DURING NIGHT OR ON SUNDAYS AND HOLIDAYS:**

27.1 Subject to any provisions to the contrary contained in the Contract, the Contractor shall have the options to carry out the works continuously during night, Sunday or holidays, without any additional cost to Employer.

#### **CLAUSE 28: SITE DRAINAGE, PROTECTION OF TREES AND PREVENTION OF NUISANCE**

28.1 The Contractor shall, throughout the execution and completion of the Works and remedying of any defects therein have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons.

28.2 The Contractor shall endeavor to protect from damage, the trees marked by the Engineer-in-Charge at the site of work or in the lands licensed to him for use under the contract. Where necessary, the Contractor shall provide at his expense temporary fencing to protect such trees. No tree shall be cut unless authorized by Engineer-in-Charge in writing to do so.

28.3 The Contractor shall at no time, cause or permit any nuisance on the site or cause any thing which shall cause unnecessary disturbance or inconvenience to the public in general and owners/tenants/occupants of adjacent properties.

#### **CLAUSE 29: LABOUR**

29.1 The Contractor shall:

- i) employ labour in sufficient numbers to maintain the required rate of progress and quality to ensure workmanship of the degree specified in the Contract. The Contractor shall not employ in connection with the works any person who has not completed fourteen years of age or as applicable in Nepal.
- ii) maximize use of Nepali resources and give first consideration and full and fair opportunity to technically and commercially qualified Nepalese citizens, materials and firms provided that in each case, the use of such Nepali resources meet the quality, quantity and availability requirements of the Company and provided further that use of

such resources does not have a material and adverse impact on the costs and the timelines for the Project

- iii) comply with the Laws of Nepal including the Labour Act, 2048 and Labour Regulation, 2050

29.2 The Contractor shall furnish and deliver fortnightly to the Engineer-in-Charge, a distribution return of the number and description by trades of the works of people employed on the works. The Contractor shall also submit on the 4th and 19th day of every month to the Engineer-in-Charge a true statement showing in respect of the second half of the preceding month and the first half of the current month.

- (i) The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- (ii) The number of female workers who have been allowed maternity benefit as provided in the Labour Act, 1991(2048) applicable in Nepal.

29.3 During continuance of the Contract, the Contractor and his sub-Contractors shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention by the Contractor of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/acts/rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and his sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

The contractor shall comply with all the prevailing laws and acts (as mentioned under) of Nepal, amended from time to time.

- a. Labour Act, 1991 (2048)
- b. Foreign Investment and Technology Transfer Act, 1992 (2049)
- c. Environment Protection Act, 1997
- d. Human Right Commission Act, 1997 (2053)
- e. Company Act, 1997 (2053)
- f. Contract Act, 2000 (2056)
- g. Commission for the Investigation of Abuse of Authority Act, 2002 (2059)
- h. Prevention of corruption Act 2002 (2059)
- i. Trade Union Act (2049)
- j. Labour and employment policy (2062)

Some of the major labour laws that are applicable to Indian construction industry are given below.

- (i) Workmen Compensation Act 1923 as amended by Amendment Act No.65 of 1976.
- (ii) Payment of Gratuity Act 1972
- (iii) Employees PF and Miscellaneous Provision Act 1952 including FPS- 71/EPS-95.
- (iv) Maternity Benefit Act 1961 (Amended)
- (v) Contract Labour (Regulation and Abolition) Act 1970 with Rules framed there under as amended.

- (vi) Minimum Wages Act 1948 (Amended)
- (vii) Payment of Wages Act 1936 (Amended)
- (viii) Equal Remuneration Act 1979
- (ix) Payment of Bonus Act 1965 and Amendment Act No.43 of 1977 and No.48 of 1978 and any amendments thereof.
- (x) Industrial Disputes Act 1947(Amended)
- (xi) Industrial Employment (Standing Orders) Act 1946 (Amended)
- (xii) Trade Unions Act 1926
- (xiii) Child Labour (Prohibition and Regulation) Act 1986
- (xiv) Inter-State Migrant Workmen's (Regulation of Employment and Conditions of Service) Act 1979
- (xv) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996
- (xvi) The Factories Act 1948
- (xvii) The Personal Injuries (Compensation Insurance) Act, 1963 and any modifications thereof and rules made there under from time to time.

The above Labour laws/Acts applicable in Nepal are indicative and contractor shall follow all the concerned laws/Acts applicable in Nepal for this work.

- 29.4 The Engineer-in-Charge shall on a report having been made by an authorised Inspecting Officer as defined in the Contract Labour (Regulation and Abolition) Act and Rules or on his own in his capacity as Principal Employer, have the power to deduct from the amount due to the Contractor any sum required or estimated to be required for making good the loss suffered by worker(s) by reasons of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made by him from wages which are not justified by the terms of the contract or non-observance of the relevant Acts and Rules with amendments made from time to time. If the Employer makes payment to Contractor's labour due to non-payment of wages to labour by the Contractor, the Employer shall recover the amount thus paid from the next Interim Bill of the Contractor or any other dues of the Contractor along with 15% interest per annum and administration charges for the number of days the said amount remains outstanding.
- 29.5 The Contractor shall indemnify the Employer against any payments to be made under and for observance of the Regulations, Laws, Rules as stipulated in clause 29.4 above without prejudice to his right to claim indemnity from his sub-Contractors. In the event of the Contractor's failure to comply with the provisions of sub-clause 29.4 or in the event of decree or award or order against the Contractor having been received from the competent authority on account of any default or breach or in connection with any of the provisions of sub-clause 29.4 above, the Engineer-in-Charge, without prejudice to any other right or remedy under the Contract, shall be empowered to deduct such sum or sums from the bills of the Contractor or from his Security Deposit or from other payments due under this contract or any other Contract to satisfy within a reasonable time the provisions of the various Acts/Laws/Rules/Codes as mentioned under sub-clause 29.4 above, on the part of the Contractor under the Contract on behalf of and at the expenses of the Contractor and make payment and/or provide amenities/facilities/services accordingly. In this regard, the decision of the Engineer-in-Charge shall be conclusive and binding on the Contractor.
- 29.6 The Contractor shall at his own expense comply with or cause to be complied with the Provisions/Rules provided for welfare and health of Contract Labour in the Contract Labour (Regulation & Abolition) Act or as applicable in Nepal and other relevant Acts and Rules framed thereunder or any other instructions issued by the Employer in this regard for the protection of health and for making sanitary arrangements for workers employed directly or

indirectly on the works. In case, the Contractor fails to make arrangements as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor.

- 29.7 The Contractor shall at his own expense arrange for the safety provisions as required by the Engineer-in-Charge, in respect of all labour directly or indirectly employed for performance of the Works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor. But this will not absolve the Contractor of his responsibility or otherwise thereof.
- 29.8 In the event of any injury, disability or death of any workmen in or about the work employed by the Contractor either directly or through his sub-Contractor, Contractor shall at all times indemnify and save harmless the Employer against all claims, damages and compensation under the Workmen Compensation Act, 1923 or as applicable in Nepal as amended from time to time or in other law for the time being in force and rules there under from time to time and also against all costs, charges and expenses of any smooth action by proceedings arising out of such accidents or injury, disability or death of a workmen and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any claim in this regard. If any award, decree or order is passed against the Contractor for recovery of any compensation under the Workmen Compensation Act, 1923 or as applicable in Nepal, for any injury, disability or death of a workman by any competent court, the said sum or sums shall be deducted by the Engineer-in-charge from any sum then due or that may become due to the Contractor or from his Security Deposit or sale thereof in full or part under the Contract or any other contract with the Employer towards fulfillment of the said decree, award or orders.
- 29.9 Provided always that the Contractor shall have no right to demand payments/claims whatsoever on account of his compliance with his obligations under this clause and Labour Regulation except those specifically mentioned in the clause 46 pertaining to Price Adjustment/Variation.

### **CLAUSE 30: REMOVAL OF CONTRACTOR'S MEN:**

The Contractor shall employ on the execution of the Works only such persons as are skilled and experienced in their respective trades and the Engineer-in-Charge shall be at liberty to object to and require the Contractor to remove from the works any persons employed by the Contractor on the execution of the works who, in the opinion of the Engineer-in-Charge, misconducts himself or is incompetent or negligent in the proper performance of his duties. The Contractor shall forth-with comply with such requisition and such person shall not be again employed upon the works without permission of the Engineer-in-Charge. Any person so removed shall be replaced immediately.

### **CLAUSE 31: MATERIALS OBTAINED FROM EXCAVATION AND TREASURE, TROVE, FOSSILS ETC.**

- 31.1 Materials of any kind obtained from excavation on the site shall remain the property of the Employer and shall be disposed off as directed by the Engineer-in-Charge.
- 31.2 However, if any of the materials except stone thus obtained from excavation on the site is such as can be used in the execution of the work under the contract, the Contractor will be allowed to use the same free of cost (except that any amount of royalty, levies are paid by the Contractor) for the aforesaid purposes provided the same is found suitable and is approved by the Engineer-in-Charge.

- 31.3 Fossils, coins, articles of value, structures and other remains or things of geological or archeological interest discovered on the site shall be the absolute property of the Employer. The Contractor shall take reasonable precautions to prevent his labour or any other person from removing or damaging any such article or thing and shall immediately upon the discovery thereof and before removal acquaint the Engineer-in-Charge with such discovery and carry out the Engineer-in-Charge's directions as to the disposal of the same at the expense of the Employer.

#### **CLAUSE 32: FORCE MAJEURE**

- 32.1 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.
- 32.2 On occurrence of Force Majeure, the liability of either party shall be dealt with, in accordance with the provisions of sub-clause 34.2
- 32.3 Should there be a request for extension of time arising out of "Force Majeure" the same shall be considered in accordance with clause 39.

#### **CLAUSE 33: LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS AND RECTIFICATIONS THEREOF:**

- 33.1 If the Contractor or his labour or sub-Contractor injure, destroy or damage roads, fence enclosures, water pipes, cables, buildings, drains, electricity or telephone posts, wires, trees, grass line, cultivated land in the area in which they may be working or in the areas contiguous to the premises on which the work or any part of it is being executed or if any damage is caused during the progress of work, the Contractor shall upon receipt of a notice in writing in that behalf from the Engineer-in-Charge, make the same good at his costs.
- 33.2 If it appears to the Engineer-in-Charge or his representative at any time during construction or reconstruction or prior to the expiration of the Defects Liability period that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor for execution of the Works are unsound or of a inferior quality, or otherwise not in accordance with the Contract, or that any defect, shrinkage or other faults found in the work arising out of defective or improper materials or workmanship, the Contractor shall, upon receipt of a notice in writing in that behalf from the Engineer-in-Charge, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may be, and/or remove the materials/articles so specified and provide other proper and suitable materials at his own expense.
- 33.3 If the Contractor fails to rectify, make good or remove and reconstruct the work as notified herein above, the Engineer-in-Charge shall have power to carry out such damages, defects

or imperfections by any means or through any other agency or by himself at the risk and cost of the Contractor. In such a case the value of such rectification/replacement, reconstruction through such agencies shall be recovered from the Contractor from any amount due to him. The decision of Engineer-in-Charge in this regard shall be final and binding on the Contractor.

#### **CLAUSE 34: CONTRACTOR'S LIABILITY AND INSURANCE**

34.1 **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.

34.2 (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 34.2 (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. The cost of such re- execution of the works, removal of damaged works and carrying of Employer's store shall be ascertained in the same manner as for deviations and this shall be paid separately to the Contractor.

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.

34.3 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.

34.4 Immediately after issuance of Letter of Acceptance the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, insure and pay all costs and

maintain the insurance premium throughout the period of Contract, with the following coverage:

- (a) the Works, together with materials and Plant for incorporation therein, to the full replacement cost (the term "cost" in this context shall include profit also), (CAR / EAR Policy)
- (b) an additional sum of 15 per cent of such replacement cost, to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature, (CAR / EAR Policy)
- (c) the Contractor's Equipment brought at the Site by the Contractor in terms of Clause 13.1.2iii of GCC., and
- (d) the Contractor's workmen and public liability

34.5 Scope of Cover:

The insurance in paragraphs (a), (b) and (c) of Sub-Clause 34.4 shall be in the joint names of the Contractor and the Employer and shall cover:

- (a) The Employer and the Contractor against all loss or damage from whatsoever cause arising other than as provided in Sub-Clause 34.6 from the Commencement date **until the date of issue of relevant Completion Certificate** in respect of the Works, and
- (b) the Contractor for his liability:
  - (i) during the Defects Liability Period for loss or damage arising from a cause occurring prior to the commencement of the Defects Liability Period, and
  - (ii) or loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Clauses 43.

34.6 There shall be no obligation for the insurances in Sub-Clause 34.4 to include loss or damage caused by:

- (a) war, hostilities (whether war be declared or not), invasion act of foreign enemies.
- (b) rebellion, revolution, insurrection, or military or usurped power, or civil war.
- (c) ionizing radiations, or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof or(d) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.

34.7 If the Contractor receives instructions from the Employer to insure against War Risk, such insurance if available shall be effected, at the cost of the Employer.

34.8 The Contractor shall, without limiting his or the Employer's ' obligations and responsibilities, insure, in the joint names of the Contractor and the Employer, against liabilities for death of or injury to any person or loss of or damage to any property (other than the Works) arising out of the performance of the Contract for at least the amount stated here under:

- (i) Public liability limits for bodily injury not less than NPRs. 4, 00,000 and/or for death not less than NPRs. 8, 00,000 per person for each accident.

- (ii) Property liability limits for each accident not less than NPRs.16, 00,000 (Sixteen lacs).

Limit of total liability for Property under sub-clause 34.8 (i) and (ii) shall be 10 % of Contract Price as mentioned in **Schedule 'D'**.

- 34.9 The insurance policy shall include a cross liability clause such that the insurance shall apply to the Contractor and to the Employer as separate insured.
- 34.10 The Employer shall not be liable for in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or any sub-Contractor, other than death or injury resulting from any act or default of the Employer, his agents or servants. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation, other than those for which the Employer is liable as aforesaid, and against all claims, proceedings, damages costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 34.11 The Contractor shall insure against such liability and shall continue such insurance during the whole of the time and that for any persons are employed by him on the Works. Provided that, in respect of any persons employed by any Sub Contractor, the Contractor's obligations to insure as aforesaid under this liability in respect of such persons in such manner that the Employer is indemnified under the policy, but the Contractor shall require such sub-Contractor to produce to the Employer, when required, such policy of insurance and the receipt for the payment of the current premium.
- 34.12 Immediately **but not later than 30 days issuance of letter of Award**, the Contractor shall provide the insurance policies to Engineer-in-Charge. Such insurance policies shall be consistent with the general terms agreed prior to the issue of the Letter of Acceptance. The Contractor shall affect all insurances for which he is responsible with insurers and in terms approved by the Employer.
- 34.13 The Contractor shall notify the insurers of changes in the nature, extent or Programme for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of the Contract and shall, when required, produce to the Employer the insurance policies in force and the receipts for payment of the current premiums.
- 34.14 If the Contractor fails to effect and keep in force any of the insurances required under the Contract, or fails to provide the policies to the Engineer-in-Charge within the period required by Sub-Clause 34.12 then and in any such case the Engineer-in-charge may affect the recovery of such premium(s) on pro-rata basis from the interim bills of the Contractor. Additionally the payment of interim bills may also be suspended until the Contractor complies with the requirements of sub clause 34.12 of these conditions. If non-insurance prolongs for a period of continuous 2 months, the Employer may treat it as Default of Contractor as per the provisions of clause 38 of GCC.
- 34.15 In the event that the Contractor or the Employer fails to comply with conditions imposed by the insurance policies affected pursuant to the Contract, each shall indemnify the other against all losses and claims arising from such failure.
- 34.16 The Contractor shall at his own expense arrange for the safety provisions as laid down in Technical Specifications. In case, the Contractor fails to comply with the provisions of

Technical Specifications, the Engineer-in-Charge shall be entitled to and make the necessary arrangement at the risk and cost of the Contractor. This will, however, not absolve the Contractor of his over all responsibility to execute the works under the Contract.

34.17 Provided that provisions made under sub- clause 34.4 of these conditions shall not be applicable for the Works costing (Estimated cost put to tender / tender check estimate / Technical Sanctioned estimate) less than **160 (one hundred sixty) lakh**. For the works costing less than 160 (one hundred sixty) lakh 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 if applicable in Nepal.

#### **CLAUSE 35: SUSPENSION OF WORKS:**

35.1 The Contractor shall on the order of the Engineer-in-Charge suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer-in-Charge may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer-in-Charge. If such suspension is:

- (a) Provided for in the Contract, **or**
  - (b) necessary for the proper execution of the Works or by reason of weather conditions or by some default on the part of the Contractor,
- or**
- (c) necessary for the safety of the Works or any part thereof.

The Contractor shall not be entitled to extra costs (if any) incurred by him during the period of suspension of the works; but in the event of any suspension ordered by the Engineer-in-Charge for reasons other than aforementioned and when each such period of suspension exceeds 14 days, the Contractor shall be entitled to such extension of Time for Completion of the Works as the Engineer-in-Charge may consider proper having regard to the period or periods of such suspensions and to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries or wages paid by the Contractor to his employees during the periods of such suspension.

35.2 If the progress of works or any part thereof is suspended on the order of the Engineer-in-Charge for more than three months at a time the Contractor may serve a written notice on the Engineer-in-Charge requiring permission within 15 days from the receipt thereof to proceed with the Works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by a further written notice so served may (but is not bound to) elect to treat the suspension where it affects part only of the Works as an omission of such part or where it affects the whole of the Works as an abandonment of the Contract by the Employer.

#### **CLAUSE 36: FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK**

36.1 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 fore-closure 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 utilised 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.

36.2 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.

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

#### **CLAUSE 37: TERMINATION OF CONTRACT ON DEATH:**

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies, or if the Contractor is a partnership concern and one of the partners dies, then, unless the Engineer-in-Charge is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners are capable of carrying out and completing the Contract, the Engineer-in-Charge shall be entitled to terminate the Contract as to its uncompleted part without the Employer being in any way liable to payment of any compensation whatsoever on any account to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of termination of the Contract. The decision of the Engineer-in-Charge that the legal representatives of the deceased Contractor or the surviving partners of the Contractor's firm cannot carry out and complete the Works under the Contract shall be final and binding on the parties. In the event of such termination, the Corporation shall not hold

the estate of the deceased Contractor and/or the surviving partners of the Contractors firm liable for damages for not completing the Contract. Provided that the power of the Engineer-in-Charge of such termination of contract shall be without prejudice to any other right or remedy, which shall have accrued or shall accrue to him under the Contract?

**CLAUSE-38: DEFAULT BY THE CONTRACTOR AND TERMINATION OF CONTRACT IN FULL OR IN PART:**

38.1 If the Contractor:

- i) commits default in complying with or commits breach of any of the conditions of the Contract and does not remedy it or take effective steps to remedy it immediately after a notice in writing is given to him by the Engineer-in-Charge; or
- ii) fails to complete the Works or any item of Works within the time specified in Schedule 'C' or any extended time under the Contract and does not complete the Work(s) or any item of Work(s) within the period specified in a notice given in writing by the Engineer-in-Charge; or
- iii) is engaged in corrupt or fraudulent practices in competing for or in the execution of the Contract. For the purpose of this clause
  - a) 'Corrupt Practice' means offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement or execution of Contract.
  - b) 'Fraudulent Practice' means mis-representation of fact in order to influence the tendering process or the execution of a Contract 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.
- iv) being an individual, or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation for the purpose of amalgamation or reconstruction under any insolvency Act for the time being in force or make any conveyance or assignment of his effective or composition or arrangement for the benefit of his creditors or purport as to do, or if any application be made under any insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
- v) being a company shall pass a resolution or the Court shall make an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
- vi) shall suffer an execution in an execution being levied on his goods; or
- vii) assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not being incorporated in the work shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge.

The Engineer-in-Charge shall have powers to terminate the Contract in full or in part as aforesaid without prejudice to any other right or remedy which shall have accrued or shall accrue of which cancellation notice in writing to the Contractor under the hand of the

Engineer- in-Charge shall be conclusive evidence.

- 38.2 The Engineer-in-Charge shall, on such termination of the contract, have powers to take possession of the site of work under the contract as well as the land/premises allotted to the Contractor for his preliminary, enabling and ancillary works and any materials, constructional equipment, implements, stores, structures etc. thereon. The Engineer-in-Charge shall also have powers to carry out the incomplete work by any means or through any other agency or by himself at the risk and cost of the Contractor. In such a case, the value of the work done through such agencies shall be credited to the Contractor at the contract rate and the Contractor shall pay the excess amount, if any, incurred in completing the work as aforesaid, as stipulated under sub-clause 38.4 hereunder.
- 38.3 On termination of the Contract in full or in Part, the Engineer-in-Charge may direct that a part or whole of such plant, equipment and materials, structures be removed from the site of the work as well as from the land/premises allotted to the Contractor for his preliminary, enabling and ancillary works, within a stipulated period. If the Contractor shall fail to do so within the period specified in a notice in writing by the Engineer-in-Charge, the Engineer-in-Charge may cause them to be sold, holding the net proceeds of such sale to the credit of the Contractor, which shall be released after completion of works and settlement of amounts under the Contract.
- 38.4 If the expenses incurred or to be incurred by the Employer for carrying out and completing the incomplete work or part of the same, as certified by the Engineer-in-Charge, are in excess of the value of the work credited/to be credited to the Contractor, the difference shall be paid by the Contractor to the Employer. If the Contractor fails to pay such an amount, as aforesaid, within thirty days of receipt of notice in writing from the Engineer-in-Charge, the Engineer-in-Charge shall recover such amount from any sums due to the Contractor on any account under this or any other contract or from his Security Deposit or otherwise.
- 38.5 The Engineer-in-Charge shall have the right to sell any or all the Contractor's unused materials, constructional equipment, implements, temporary buildings/structures etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter there may be any balance outstanding from the Contractor, the Engineer-in-Charge shall have powers to recover the same as debt.
- 38.6 All decisions/actions of the Engineer-in-Charge under this clause, as aforesaid, shall be conclusive and binding on the Contractor.

**CLAUSE 39: TIME FOR COMPLETION AND EXTENSIONS:**

- 39.1 Time for Completion allowed for execution of the Works is as specified in Schedule 'D' of these conditions.
- 39.2 However, if the work is delayed on account of:
- i) Delay in handing over of site to the Contractor as per clause 12; or
  - ii) Increase in the quantity of work to be done under the Contract as per clause 18; or
  - iii) Suspension of work as per clause 35; or
  - iv) Rebuilding of work as per clause 34; or
  - v) "Force Majeure" as per clause 32 or
  - vi) 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 except for Price Adjustment in accordance with clause-46 and reimbursement of cost of extension of bank guarantee for Security Deposit (i.e. Performance security deposit and retention money) and Insurance Policy(ies).

- 39.3 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 sue 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 .

#### **CLAUSE 40: COMPENSATION FOR DELAY:**

- 40.1 If the Contractor fails to complete all items of work(s) in respect of any of the sub-group/group and/or Work as a whole, as the case may be and as specified in Schedule 'C' before the expiry of the period(s) of completion as stipulated in the aforesaid Schedule or any extended period under Clause 39 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; such amount as stipulated in the aforesaid Schedule 'C'.
- 40.2 Should, however, the Contractor achieve the completion of the Works as a whole under the Contract within the time as stipulated in Schedule 'D' or in the extended time as may be accorded, the Employer will refund to him the amount of compensation recovered from him, if any, in respect of delay in the non-completion of work(s) under the individual group/sub-group, as aforesaid in full. However, no interest on refund of amount of compensation as above shall be payable to the Contractor.
- 40.3 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.

40.4 In case the compensation for delay (Liquidated Damages) are levied on account of delay in preceding group, sub-groups and if contractor achieves the next group/sub-group within the specified schedule (as mentioned in Schedule-C) and also achieves all the delayed preceding groups/sub groups by that date, then the compensation already levied for all delayed preceding groups/sub-groups shall be refunded in next payment. However, no interest on refund of delay damages as above shall be payable to the contractor.

#### **CLAUSE 41: INSPECTION AND APPROVAL**

41.1 All works embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice to the Engineer-in-Charge or his authorized representative, when each stage is ready. In default of such notice, the Engineer-in-Charge shall be entitled to appraise the quality and extent thereof and the decision of the Engineer-in-Charge in this regard shall be final and binding.

41.2 No work shall be covered or put out of view without the approval of the Engineer-in-Charge or his authorized representative and the Contractor shall afford full opportunity for examination of foundations before permanent work is placed thereon. The Contractor shall give due notice to the Engineer-in-Charge or his authorized representative whenever any such work or foundation is ready for examination and the Engineer-in-Charge or his representative shall, without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, examine and measure such work or such foundations. In the event of the failure of the Contractor to give such notice, he shall, if required by the Engineer-in-Charge, uncover such work at the Contractor's expense.

41.3 The Engineer-in-Charge or his representative shall have powers at any time to inspect and examine any part of the Works and Contractor shall give such facilities as may be required for such inspection and examination.

41.4 The Contractor shall uncover any part of the works and/or make opening in or through the same as the Engineer-in-Charge may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Engineer-in-Charge. If any such part has been covered up or put out of view after being approved by the Engineer-in-Charge and is subsequently found, on uncovering, to be executed in accordance with the Contract, the expenses of uncovering and/or making openings in or through, reinstating and making good the same, shall be borne by the Employer. In any other causes all such expenses shall be borne by the Contractor.

#### **CLAUSE 42: COMPLETION CERTIFICATE:**

42.1 The Work shall be completed to the entire satisfaction of the Engineer-in-Charge and in accordance with the time mentioned in Schedule 'D' and terms and conditions mentioned in clause-39. As soon as the Works under the Contract is completed as a whole, the Contractor shall give notice of such completion to the Engineer-in-Charge. The Engineer-in-Charge, within two week of receipt of such notice, shall inspect the Work and shall satisfy himself that the Work(s) has been completed in accordance with the provisions of the Contract and then issue to the Contractor a certificate of completion indicating the date of completion. Should the Engineer-in-Charge notice that there are defects in the Works or the Works are not considered to be complete, he shall issue a notice in writing to the Contractor to rectify/replace the defective Work or any part thereof or complete the work, as the case may be, within such time as may be notified and after the Contractor has complied with as aforesaid and gives notice of completion, the Engineer-in-Charge shall inspect the Work and issue the completion certificate in the same manner as aforesaid.

42.2 No certificate of completion shall be issued as stipulated under 42.1 above nor Work be considered to be completed unless the Contractor shall have removed from the Work site and/or premises all his belongings/temporary arrangements brought/made by him for the purpose of execution of the work and clean the site and/ or premises in all respects and made the whole of the site and or premises fit for immediate occupation/ use to the satisfaction of the Engineer-in-Charge. If the Contractor fails to comply with the above mentioned requirements on or before the date of completion of the Work, the Engineer-in-Charge, may, as he thinks fit and at the risk and cost of the Contractor, fulfill such requirements and remove/ dispose off the Contractor's belongings/ temporary arrangements, as aforesaid, and the Contractor shall have no claim in this respect except for any sum realized by the sale of Contractor's belongings/ temporary arrangements less the cost of fulfilling the said requirements and any other amount that may be due from the Contractor. Should the expenditure on the aforesaid account exceed the amount realised by sale of such Contractor's belongings/ temporary arrangements than the Contractor shall on demand, pay the amount of such excess expenditure.

**CLAUSE 43: DEFECTS LIABILITY PERIOD:**

- 43.1 The "Defects Liability Period" for the entire work under the Contract shall be as indicated under 'Schedule D'.
- 43.2 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.

**CLAUSE 44: MEASUREMENTS:**

- 44.1 The Engineer-in-Charge shall except as otherwise stated ascertain and determine by measurement, the value of work done in accordance with the Contract.
- 44.2 Notwithstanding any provision in the relevant standard method of measurement or any general or local custom, measurement of work done under the Contract shall be taken in accordance with the procedure set forth in the Technical Specifications or Bill of Quantities under the Contract. In the case of items of Work, which are not covered by the Technical Specifications or Bill of Quantities, measurement shall be taken in accordance with the relevant standard methods of measurements laid down by the Bureau of Indian Standards (BIS).
- 44.3 All items having a financial value shall be entered in measurement book, level book, etc., prescribed by the Employer so that a complete record is maintained of all work performed under the Contract.
- 44.4 Measurement shall be taken jointly by the Engineer-in-Charge or his representative and by the Contractor or his authorized representative.
- 44.5 Before taking measurement of any works, the Engineer-in-Charge or his representative, shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorized representative for measurement after such a notice or fails to countersign or to record the objection within a week from the date of taking the measurements, then in that event the measurements taken by the Engineer-in-Charge shall be taken to be correct and

final measurements of such work.

- 44.6 The Contractor shall, without extra charge, provide assistance with every appliance, labour and other appliances (theodolite, level etc.) and things necessary for measurement.
- 44.7 Measurement shall be signed and dated by both parties on the Site on completion of measurement. If the Contractor objects to any of the measurements recorded by the representative of the Engineer-in-Charge, a note to that effect shall be made in the measurement book against the item objected to and such note shall be signed and dated by both parties engaged in taking the measurement. The decision of the Engineer-in-Charge on any such dispute or difference or interpretation shall be final and binding on the Contractor in respect of all contract items, substituted items, extra items and deviations. Provided that items of Work which are not susceptible to measurement at the later date must be measured jointly and signed accordingly by both the parties at the time of execution of such items.

#### **CLAUSE 45: PAYMENT ON ACCOUNT:**

- 45.1 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).
- 45.2 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/deductable or recoverable in terms of the Contract.
- 45.3 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 and in accordance with clause 45.10.
- 45.4 Payments due to the Contractor shall be made **through cheque or electronic mode for which the Contractor will provide the complete bank details viz. Beneficiary's name, account no., Bank name and address of bank, RTGS code etc. to the Engineer-in-Charge or his representative.**
- 45.5 Any interim bills given relating to work done or materials delivered, may be modified or corrected by any subsequent interim bills or by the final bill. No certificate(s) of the Engineer-in-Charge supporting an interim payment shall itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the Contract.
- 45.6 Should there be a request for Extension of Time for completion, pending its consideration; interim payments shall continue to be made as provided herein. Such payment shall be without prejudice to right of the Employer to levy Liquidated Damages on the Contractor in terms of provisions of Contract.
- 45.7 If the payment due to the Contractor for any undisputed amount for which interim bill has been approved by the Engineer – in – Charge, is delayed by more than **15 days** from the due date of payment (i.e. **45 days** from date of submission of bill) an interest @ mentioned in schedule 'D' and acceptance thereof by Engineer in Charge, shall be payable to the Contractor for the actual number of days of delay in payment of bill beyond the above said period of **15 days**.

- 45.8 In case of disputed items for which payment has been withheld, the Engineer-in-Charge will intimate to the Contractor in writing the details of such disputed items. The Contractor shall submit in writing the clarifications / modifications in regard to this disputed item to the Engineer-in-Charge. After such clarifications / modifications and acceptance thereof by the Engineer-in-Charge, payment of such disputed items shall be released within 30 days thereafter. **No interest shall be paid for the disputed amounts of items till the same is resolved and accepted by Engineer-in-charge as above.** Interest for delayed payment for such amounts shall be regulated in accordance with clause 45.7 after treating above said **30 days** mentioned in this clause as due date of payment.
- 45.9 With respect to material and Plant brought by the Contractor to the Site for incorporation in the Permanent Works, the Contractor shall receive a credit in the month in which these materials and Plant are brought to the Site and be charged a debit in the month in which they are incorporated in the Permanent Works, both such credit and debit to be determined by the Engineer-in-Charge in accordance with the following provisions:
- (a) no credit shall be given unless the following conditions shall have been met to the Engineer-in-Charge's satisfaction:
    - (i) the materials and Plant are in accordance with the Specifications for the Works.
    - (ii) the materials and Plant have been delivered to the Site and are properly stored and protected against loss, damage, or deterioration;
    - (iii) the Contractor's record of the requirements, order, receipts and use of materials and Plant are kept in a form approved by the Engineer, and such records are available for inspection by the Engineer.
    - (iv) the Contractor has submitted a statement of his cost of acquiring and delivering the materials and Plant to the Site, together with such documents as may be required for the purpose of evidencing such cost ;
    - (v) The materials are to be used within a reasonable time.
  - (b) the amount to be credited to the Contractor shall be the equivalent of **80 percent** of the Contractor's reasonable cost of materials and Plant delivered to the Site, as determined by the Engineer-in-Charge after review of the documents listed in sub-para (a)(iv) above but not more than the unit price mentioned in the Bill of Quantity;
  - (c) The amount to be debited to the Contractor for any materials and Plant incorporated into the Permanent Works shall be equivalent to the credit previously granted to the Contractor for such materials and Plant pursuant to Sub-Clause(b) above, as determined by the Engineer-in-Charge.
- 45.10 (i) Based on the examination of the statement and supporting documents submitted by the Contractor in respect of Interim Payment Certificate, **75%** of the admissible gross value of the Interim Payment Certificate on provisional basis within **7 days** of the Engineer receives the statement and supporting documents and after taking into account all recoveries including retention amount on 100 % of the value of Interim Payment Certificate. All the statutory deductions will be carried out on the certified amount payable to the Contractor.
- (ii) Balance **25%** payment within 30 days after the date of receipt of the statement in accordance with clause 45.3 & 45.7 and after taking into account of balance adjustment, statutory deductions & recoveries, if any. In case it is discovered that the Contractor has billed excess amount than that admissible and amount released by the

Engineer in **7 days** as (i) above was more than 100% of the admissible amount, the Employer shall charge and recover interest on the amount in excess of **75%** of the net payment due from the next payment to the Contractor at the interest rate mentioned in Sub-Clause 13.1.1 of these Particular Conditions or 18 % p.a. simple rate of interest, whichever is higher for the number of days the excess amount was with the Contractor reckoned from the date of its actual payment till the adjustment / recovery of the same. In case of such events becoming repetitive, the Engineer shall withdraw such a facility of provisional payment and the Contractor shall have no claim whatsoever against the Employer.

- (iii) Next 75 % provisional payment shall be made only after **100 %** payment of one out of preceding two (2) Interim Payment Certificates has been adjusted.

**CLAUSE 46: (Deleted from Sr. No. 46.1 to 46.6) PRICE ADJUSTMENT/VARIATIONS:**

~~46.1—The amounts payable to the Contractor shall be adjusted for rises or falls in the cost of labour, goods and other inputs to the Works, by the addition or deduction of the amounts determined by the formulae prescribed in this Clause.~~

~~The adjustments shall be determined from the following formulae for payment:~~

$$P_n = a + b \frac{E_n}{E_o} + c \frac{M_n}{M_o} + d \frac{C_n}{C_o} + e \frac{S_n}{S_o} + f \frac{L_n}{L_o} + g \frac{U_n}{U_o}$$

~~Where, “P<sub>n</sub>” is the price adjustment multiplier to be applied to the amount for the payment of BOQ items of the works carried out in period “n”, this period being a month.~~

~~“a” is a fixed coefficient, representing the non-adjustable portion in contractual payments; and “b”, “c”, “d”, “e”, “f” and “g” are coefficients representing the estimated proportion of each cost element related to the execution of the Works, as stated in Table below.~~

~~“E<sub>n</sub>”, “M<sub>n</sub>”, “C<sub>n</sub>”, “S<sub>n</sub>”, “L<sub>n</sub>” and “U<sub>n</sub>” are the current cost indices or reference prices of the cost elements in NPR for period “n”, each of which is applicable to the relevant tabulated cost element on the date 28 days prior to the last day to which the particular monthly payment certificate relates; and~~

~~“E<sub>o</sub>”, “M<sub>o</sub>”, “C<sub>o</sub>”, “S<sub>o</sub>”, “L<sub>o</sub>” and “U<sub>o</sub>” are the base cost indices or reference prices of the cost elements in NPR, each of which is applicable to the relevant tabulated cost element on the Base date, 28 days prior to the month in which price bid is submitted.~~

~~The cost indices and value of the coefficients for the different cost inputs stated in the Table below shall be used.~~

**Table**

<b>Index Code</b>	<b>Index Description</b>	<b>Source of Indices</b>	<b>Pre-determined Weightings</b>
A	Non-adjustable	—	<b>a: 0.15</b>

E	Fuel & Lubricant	---	<b>b: 0.25</b>
M	Materials (Other than Cement, Steel and Fuel & Lubricant and After due adjustment of any other materials forming part of escalation under this clause.	---	<b>c: 0.10</b>
C	Cement	---	<b>d: 0.10</b>
S	Steel	---	<b>e: 0.05</b>
L	Labour Skilled	---	<b>f: 0.10</b>
U	Labour Un-Skilled	---	<b>g: 0.25</b>
<b>Total 0.15 + 0.85 = 1.0</b>			

If at any time the current indices are not available, provisional indices as determined by the Engineer in Charge will be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices become available.

In case of Government of India or other applicable source, stops publishing price indices of any of the prescribed cost element at any time and announces a new series with a linking factor for conversion of Index of new series to the old series, regulation of price adjustment shall be done using the indices of new series along with linking factor from the period the indices of old series becomes unavailable. However, if the new series released by the relevant source does not have the linking factor, the new series shall be used without use of linking factor from the date indices of old series becomes unavailable.

Any increase, direct or indirect, in the cost of construction due to any increase in minimum wage or increase in provision of labour amenities and benefits in excess of those applicable on the Base Date shall not be payable to the Contractor separately under Clause 47.2 except as per provisions of this price adjustment clause.

46.2 Provided further that adjustments on account of above as provided in sub-clause 46.1 shall be subject to the following:

- a) In the case of material brought to site for which any secured advance is included in the Interim Bill according to Clause 45.9, the amount of such secured advance considered as a credit shall be added to the value of work done and payable during the month under review (excluding those Extra, additional, substituted and altered items of work, whose rates are based on actual analysis on the current market rates) for operation of this clause. Similarly, when such material are incorporated in the work and the secured advance is debited, the amount of secured advance originally considered for operation of this clause should be deducted from the value of work done.

- b) ~~Price Escalation shall be applicable only for the work that is carried out within the Time for Completion as in Schedule 'D' or extended time if any under clause 39 of GCC for which no damages are leviable on the Contractor.~~
- e) ~~Price Escalation shall not be operable during the period for which extension of Time for Completion is not granted under Clause 39.~~
- d) ~~Variations arising on account of payment related to rates for Extra, Altered and Substituted items whose cost has been worked out on actual analysed cost or on market price basis as envisaged in Clause 18.2 shall be regulated with reference to such variations in cost as are subsequent to the date of settlement of the rates, instead of the date of submission of price bids.~~
- e) ~~No separate escalation whatsoever shall be payable for reimbursement of any statutory or otherwise, increase in customs duty, excise duty, sales tax, octroi, Dharat etc. on materials and on labour under Clause 47.2 required for the execution of the work over and above the provisions made in this clause.~~
- f) ~~No claims whatsoever for the Price Adjustments/ Variations due to increase in cost of labour, material and machinery of whatsoever nature and due to whatsoever reason other than those stipulated above shall be entertained, save and except the provision made in clause 47.~~

46.3 ~~To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates and prices included in the Contract shall be deemed to include amounts to cover the contingency of such other rise or fall of costs.~~

46.4 ~~Subject to provisions of sub para 46.1 and 46.2 above, provisional monthly payments on account of Price Variation on contract rates will be made to the Contractor alongwith the monthly bill for works on the basis of latest available provisional price indices and the same shall be adjusted as and when the final indices of that period are available.~~

46.5 ~~If the Contractor fails to complete whole of the Works within the Time for Completion, adjustment of prices thereafter until the date of completion of the Works shall be made using either the indices or prices relating to the prescribed Time for Completion, or the current indices or prices, whichever is more favourable to the Employer, provided that if an extension of time is granted pursuant to Clause 39 the above provision shall apply only to adjustments made after the expiry of such extension of time.~~

46.6 ~~The above price adjustment clause shall not be applicable for the works having original time of completion up to 12 months. However in case the time of completion of such contract is extended beyond 12 months due to the reasons not attributable to the contractor the price adjustment in respect of value of carried out beyond 12 months will be regulated as under:~~

- a) ~~if the time of completion is extended up to 15 months no price adjustment will be payable.~~

- b) ~~if the time of completion extended beyond 15 months price adjustment will be applicable for the value of the works carried out beyond 15(fifteen) months and the same shall governed in accordance with the clause 46.1 to 46.5. The base cost indices/ reference price shall be as applicable on the date of the expiry of 15 months as mentioned above.~~

**CLAUSE 47: TAXES, DUTIES AND LEVIES ETC:**

- 47.1 All existing customs duty, Import duty, business taxes, sales tax, service tax or works contract tax, Income tax or any other tax or duty or levy such as Octroi, Dharat, Royalty, Terminal tax that may be levied in accordance with laws and regulation in force as on 28 days before the last date of submission of price bid that the Contractor has to pay on the Contractor's equipment, plant, materials and supplies (permanent, temporary and consumables) acquired for the purpose of the Contract and for the services performed under the Contract shall be exclusively payable by the Contractor, and the Employer shall not entertain any claim in this regard. The rate quoted by the Contractor shall be deemed to be inclusive of all such taxes, duties and levies etc. However, payment in respect of taxes will be regulated in terms of statutory provisions prevailing while releasing the same. Any statutory variation in the rate of aforesaid taxes if any, during the currency of the Contract including extension thereof shall be to the account of Employer provided the amount thus claimed is not paid under price variation clause 46.
- 47.2 "However, if a New Tax or Duty or Levy, other than those existing on 28 days before the last date of submission of price is imposed in Nepal under a statute or law during the currency of the Contract and the Contractor becomes legally liable thereunder to and actually pays the same for bonafide use on the Works contracted, then the Contractor shall immediately inform the Engineer-in-Charge in this regard. The Employer will reimburse the same to the Contractor on production of satisfactory proof of payment, provided that the amount thus claimed is not paid under Price variation clause 46 of General Conditions of the Contract. Changes in the advance tax rates of Income Tax payable to appropriate authorities shall not be construed as a change in the rate(s) of taxes and will not be subject to adjustment.
- 47.3 The Contractor's staff and labor will be liable to pay personal income taxes in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.
- 47.4 The Project is entitled to 50% exemption on Custom duty as prevailing on import of cement, Iron & steel product, subject to compliance of certain conditions by the Contractor. Contractors are requested to quote the rates keeping in view concession available as above.
- 47.5 Contractor has to quote the rates excluding VAT, the same shall be reimbursed to contractor as per actual as applicable in Nepal on production of documentary proof.
- 47.6 As per Project Development Agreement (PDA) SJVN Arun-3 Power Development Company Private limited (SAPDC) has a concession available for import of construction machinery, plant, equipment etc., as per prevailing Laws, Rules & regulations applicable in Nepal. The contractor is required to go through the relevant concession available and quote the rates accordingly.

**CLAUSE 48: PAYMENT OF FINAL BILL:**

The final bill shall be submitted by the Contractor within one month of the date fixed for completion of the Work or of the date the Certificate of Completion furnished by the Engineer-in-Charge. No further claim in this regard unless as specified herein under shall be entertained. Payment shall be made within 6 months, of the submission of Final bill. If the payment not made within 6 months the interest @ 8 % shall be payable on undisputed amount of bill. If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of six months. The Contractor shall submit a list of the disputed items within thirty days from the disallowance thereof and if he fails to do so, his claim shall be deemed to have been fully waived and absolutely extinguished. Provided further the Employer shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract or execution of the Works, unless the Contractor shall have included a claim in respect thereof in his Final Bill. No interest will be paid on disputed amount till the same is resolved and accepted by the Engineer-in-Charge, except that is awarded by Dispute Resolution Mechanism Authority and subjected to its acceptance by the employer. After such acceptance thereof by the Engineer-in-Charge, payment of such disputed items shall be released within 30 days thereafter in accordance with clause 45.7 or otherwise in accordance with the dispute resolution mechanism award accepted for implementation by the Engineer in Charge.

**CLAUSE 49: OVER PAYMENT AND UNDER PAYMENT:**

- 49.1 Whenever any claim whatsoever for the payment of a sum of money to the Employer arises out of or under this Contract against the Contractor, the same may be deducted by the Employer from any sum then due or which at any time thereafter may become due to the Contractor under this Contract and failing that under any other contract with the Employer or from any other sum whatsoever due to the Contractor from the Employer or from his security deposit, or he shall pay the claim on demand.
- 49.2 The Employer reserve the right to carry out post- payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The Employer further reserves the right to enforce recovery of any overpayment when detected, notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under clause 55 of this Contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.
- 49.3 If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the Contract, it shall be recovered by the Employer from the Contractor by any or all of the methods prescribed above, and if any under- payment is discovered, the amount shall be duly paid to the Contractor by the Employer .
- 49.4 Provided that the aforesaid right of the Employer to adjust overpayments against amounts due to the Contractor under any other contract with the Employer shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the Contractor.
- 49.5 Any sum of money due and payable to the Contractor (including the security deposit (i.e. Performance Security & Retention Money) returnable to him) under the Contract may be withheld or retained by way of lien by the Engineer-in-Charge or Employer against any claim of the Employer or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with the Engineer-in-Charge or Employer or with such other person or persons.

The sum of money so withheld or retained under this clause by the Engineer-in-Charge or Employer will be kept withheld or retained as such by the Engineer-in-Charge or Employer or till his claim arising out of in the same Contract or any other contract is either mutually settled or determined by the arbitrator under Clause 55 hereof, or by the competent court .

**CLAUSE 50: TRAINING OF APPRENTICES:**

The Contractor shall, during the currency of the Contract, engage and also ensure engagement by his sub-Contractor and other employed by the Contractor in connection with the Works, such number of apprentices and in such categories for such periods as may be required under the Apprenticeship Act 1961 or as applicable in Nepal and he shall be responsible for all obligations of the Employer under the aforesaid Act, including the liability to make payment to Apprentices as required under the Act.

**CLAUSE 51: CONTRACT MATTERS TO BE TREATED AS CONFIDENTIAL:**

- 51.1 All documents, correspondence, decisions and orders concerning the Contract shall be considered as confidential and/or restricted in nature by the Contractor and he shall not divulge or allow access to them by any unauthorised person.
- 51.2 The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with this Contract have noted that the Indian Official Secret Act, 1923 (XIX of 1923) or as applicable in Nepal applies to them and shall continue so to apply even after the execution of such Works under the Contract.

**CLAUSE 52: LAWS GOVERNING THE 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.**

**CLAUSE 53: PROCEDURE FOR CLAIMS**

- 53.1 Except as otherwise provided in any other provision of the Contract, if the Contractor intends to claim any additional payment pursuant to any Clause of these Conditions or otherwise, he shall give notice of his intention to the Engineer, within 28 days after the event giving rise to the claim has first arisen.
- 53.2 Upon the happening of the event referred to in Sub-Clause 53.1, the Contractor shall keep such contemporary records as may reasonably be necessary to support any claim he may subsequently wish to make. Without necessarily admitting the Employer's liability, the Engineer-in-Charge shall, on receipt of a notice under Sub-Clause 53.1, inspect such contemporary records and may instruct the Contractor to keep any further contemporary records as are reasonable and may be material to the claim of which notice has been given. The Contractor shall permit the Engineer-in-Charge to inspect all records kept pursuant to this Sub-Clause and shall supply him with copies thereof as and when the Engineer so instructs.
- 53.3 Within 28 days, or such other reasonable time as may be agreed by the Engineer-in-Charge, of giving notice under Sub-Clause 53.1, the Contractor shall send to the Engineer-in-Charge an account giving detailed particulars of the amount claimed and the grounds upon which the claim is based. Where the event giving rise to the claim has a continuing effect, such account

shall be considered to be an interim account and the Contractor shall, at such intervals as the Engineer-in-Charge may reasonably require, send further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. In cases where interim accounts are sent to the Engineer-in-Charge, the Contractor shall send a final account within 28 days of the end of the effects resulting from the event. The Contractor shall, if required by the Engineer-in-Charge so to do, copy to the Employer all accounts sent to the Engineer-in-Charge pursuant to this Sub-Clause.

- 53.4 The Contractor shall be entitled to have included in any interim payment certified by the Engineer-in-Charge pursuant to Clause 45 such amount in respect of any claim as the Engineer-in-Charge, after due approval of the Employer, may consider due to the Contractor provided that the Contractor has supplied sufficient particulars to enable the Engineer-in-Charge to determine the amount due. If such particulars are insufficient to substantiate the whole of the claim, the Contractor shall be entitled to payment in respect of such part of the claim as such particulars may substantiate to the satisfaction of the Engineer-in-Charge. The Engineer-in-Charge shall notify the Contractor of any determination made under this Sub-Clause.

**CLAUSE 54: SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED AS REASONABLE WITHOUT REFERENCE TO ACTUAL LOSS:**

All sums payable by way of compensation to the Employer under any of these conditions shall be considered as reasonable compensation without reference to the actual loss or damage sustained and whether or not damage shall have been sustained.

**CLAUSE 55: ARBITRATION**

55.1 Except as otherwise provided in clause-53.1 above, All questions, dispute or difference in relation to or in connection with the Contract shall be referred for arbitration in the manner provided as under:

- a. Either of the parties may give to the other a notice in writing of the existence of such question, dispute or difference,
- b. All dispute or difference in respect of which the decision has not been final and conclusive arising between the Contractor and SJVN Arun-3 power Development Company Private Limited in relation to or in connection with the Contract, shall be referred to Arbitration in the manner provided as hereunder:
  - (i) Arbitration will be by sole arbitrator. SJVN Arun-3 power Development Company Private Limited shall appoint and designate one of its officer as a sole Arbitrator who shall carry out Arbitration proceeding as sole Arbitrator.
  - (ii) The Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, then the SJVN Arun-3 power Development Company Private Limited shall appoint another person to act as sole arbitrator in the same manner as provided herein above. Such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor.
- c. Subject as aforesaid the provision of the Nepal's Arbitration Act. 2055, or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- d. Irrespective of amount of the claim, Arbitrator shall give reasons for the Award.

55.2 The cost of Arbitration proceedings shall be borne equally by either party.

55.3 Arbitration proceedings shall be held at **Kathmandu, Nepal.**

55.4 The language of the arbitration proceedings and that of all documents and communications between the parties shall be English, however in case of any dispute English version will prevail. The arbitrator shall make a speaking award.

55.5 Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the contract

#### **CLAUSE 56: BREAKDOWN OF LUMP SUM ITEMS**

For the purposes of statements submitted in accordance with Sub-Clause 45, the Contractor shall submit to the Engineer-in-Charge, a breakdown for each of the lump sum items contained in the Tender. Such breakdowns shall be subject to the approval of the Engineer-in-Charge.

#### **CLAUSE 57: DEFECTS LIABILITY PERIOD & UNFULFILLED OBLIGATIONS**

The Contract shall not be considered as completed until a Defects Liability Certificate shall have been signed by the Engineer-in-Charge and delivered to the Contractor, stating the date on which the Contractor shall have completed his obligations to execute and complete the Works and remedy any defects therein to the Engineer-in-Charge's satisfaction. The Defects Liability Certificate shall be given by the Engineer-in-Charge within 28 days after the expiration of the Defects Liability Period

Notwithstanding the issue of the Defects Liability Certificate the Contractor and the Employer shall remain liable for the fulfillment of any obligation incurred under the provisions of the Contract prior to the issue of the Defects Liability Certificate which remains unperformed at the time such Defects Liability Certificate is issued and, for the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the parties to the Contract.

#### **CLAUSE 58: ECOLOGICAL BALANCE**

The Contractor shall be required to ensure that there shall be no indiscriminate felling of trees by him or his labourers or their family members and he will be solely responsible for their acts in this regard. The Contractor shall try to maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape in the vicinity of work areas. The Contractor shall so conduct his construction operations as to prevent an unnecessary destruction of, scarring or defacing the natural surroundings in the vicinity of the work area.

In order to maintain the ecological balance, the Contractor shall specifically observe the following instructions:

- a) Where unnecessary destruction, scarring, damage or defacing may occur as a result of the Contractor's operation, the same shall be repaired, replanted or otherwise corrected at the Contractor's expense. The Contractor will prevent scattering of rocks and other debris outside the work areas. All work areas shall be smoothed and graded in a manner to conform to the natural appearance of the landscape as directed by the Engineer-in-Charge.
- b) All trees and shrubs, which are not specifically required to be cleared or removed for construction purposes, shall be preserved and shall be protected from any damage that may be

caused by the Contractor's construction operation and equipment. The removal of trees or shrubs will be permitted only after prior approval by the Engineer-in-charge. Special care shall be exercised where trees or shrubs are exposed to injuries by construction equipment, blasting, and excavating, dumping, chemical damage or other operation and the Contractor shall adequately protect such trees by use of protective barriers or other methods approved by the Engineer-in-Charge. Trees shall not be used for anchorage.

- c) The Contractor's construction activities shall be performed by methods that will prevent entrance or accidental spillage of solid matter contaminants, debris and other objectionable pollutants and wastage into river. Pollutants and wastes shall be disposed of in a manner and at sites approved by the Engineer in-Charge. The Contractor shall fully comply with Water (Prevention and Control of Pollution) Act, 1974 section -33(A) or as applicable in Nepal.
- d) In the Conduct of construction activities and operation of equipment, the Contractor shall utilise such practicable methods and devices as are reasonably available to control, prevent and otherwise minimise air pollution. The Contractor shall fully comply with Air (Prevention and Control of Pollution) Act, 1981 section -31(A)/ Environment Protection Act, 2053 (1997 A.D.), Nepal.

Burning of materials resulting from clearing of tree, bush, combustible construction materials and rubbish may be permitted only when atmospheric conditions for burning are considered favourable.

Separate payment will not be admissible to the Contractor for complying with the provisions of this clause and all costs shall be deemed to have been included in the items mentioned in the Bill of Quantities. If any provision(s) is not complied with, within a reasonable time even after issue of a notice in this respect, the necessary operations would be carried out by the Engineer-in-charge at the cost of the Contractor.

#### **CLAUSE 59: GENERAL**

59.1 Save and except as expressly provided elsewhere in this Contract all costs, expenses, charges and liabilities for the completion of the Works in accordance with the Contract and/or for the due and faithful performance and/or the fulfillment of all of the Contractor's obligations under the Contract including furnishing of bank guarantees to the Employer pursuant to the Contract shall be to the account of and be borne by the Contractor and shall be deemed to be included in the unit rates provided for in the Bill of Quantities and the Employer shall not be liable in any manner whatsoever therefore.

59.2 Whenever any claim whatsoever for the payment of a sum of money to the Employer arises out of or under this contract against the Contractor, the same may be deducted by the Employer from any sum then due or which at any time thereafter may become due to the Contractor under this Contract and failing, that under any other contract between the Employer and the Contractor or from any other sum whatsoever due to the Contractor from the Employer or from his Security Deposit or he shall pay the claim on demand.

#### **CLAUSE 60:**

#### **CONTRACTOR'S NEAR RELATIVES EMPLOYED IN SJVN/ SJVN ARUN-3 POWER DEVELOPMENT COMPANY PRIVATE LIMITED.**

The Contractor shall not be permitted to tender for works if any of his near relative who is employed as Accountant or Officer in any capacity between the grades of Executive Director and Assistant Engineer (both

inclusive) and responsible for award and execution of contract in the SJVN Ltd/ SJVN Arun-3 power Development Company Private Limited. He shall also intimate the names of the persons who are working with him in any capacity or are subsequently employed by him and who are near relatives of any officer of SJVN Ltd/ SJVN Arun-3 power Development Company Private Limited.

*Note:* By the terms relatives is meant wife, husband, parents children and grand children, brothers and sisters, uncles and cousins and their corresponding in laws.

**CLAUSE 61: RETIRED GOVT SERVANTS TAKING UP CONTRACT**

No Engineer of gazetted rank or other gazetted Officer/Executives employed in Engineering or Administrative duties in a Engineering Department of State Government/SJVN/SJVN Arun-3 power Development Company Private Limited or the Government of India is allowed to work as a Contractor for a period of two years of his retirement from Government service without the permission of State Government or Government of India. The contract is liable to be cancelled if either of Contractors or any of his employees is found at any time to be such a person who had not obtained the permission of State Government or Government of India as aforesaid, before submission of the tender or engagement in the Contractor's service as the case may be.

# **SCHEDULE**

**SCHEDULE-A**  
**Part (I)**

**Price Schedule**

**Name of Work: - Construction of prefabricated structures for residential and office structures at Tumlingtar, Arun-3HPP, Distt. Sankhuwasabha Nepal.**

Sr. No.	Description of item	Unit	Qty	Rate (NPRs)		Amount (NPRs)	
				In figures	In words	In figures	In Words
1	Construction of prefabricated buildings i.e. Office and Residential Block having plinth area approx 1300.00 Sq.m including Design, engineering, manufacturing, supply, transportation, testing, commissioning and handing over of prefabricated buildings with all associated civil works, sanitary, electrical fittings, sewerage system, and commissioning of entire work. The work shall be carried out at site as per drawings, specifications & direction of EIC. The pre fabricated buildings shall have provision for proper drainage of water and shall be complete in all respects including provision of external water supply from available supply line from water tanks, fittings, supply of two numbers water tanks (5000 ltrs each) and platform for two number 5000 ltr tanks with supporting structure of minimum 6 m height. The external sewerage tank should have a minimum lead of 50 meter from each unit and a single tank having capacity for 50 users for 25 years for both the units.{Detailed in Scope of work and Specifications Section II of NIT and Concept Drawings 1to 6 of NIT }.	Sqm	1300.00				
2	Additional rate for providing and installing wooden flooring in place of vitrified tiles.(As per Scope of work Item no. 19 of technical specification list )	sqm	150.00				

Sr. No.	Description of item	Unit	Qty	Rate (NPRs)		Amount (NPRs)	
				In figures	In words	In figures	In words
3	Providing and laying of 60 mm thick cement concrete (M20/20) interlocking block (Grey colour) for footpath and parking over 50 mm thick stone dust complete in all respects.	Sqm	544.05				
4	Providing and fixing Wall mounted split Air conditioner (3 star rating) of 1.5 T capacity with stabilizer complete in all respects. Make:-LG, Bluestar, Voltas, Samsung or equivalent.	No.	15				
5	Providing and fixing Window Air conditioner (3 star rating) of 1.0 T capacity with stabilizer complete in all respects. Make:-LG, Bluestar, Voltas, Samsung or equivalent.	No.	10				
6	Providing and fixing electric water storage geyser (15 liter) complete in all respects. Make:- Bajaj, Crompton greaves, Havels or equivalent.	No.	11				
7	Providing and fixing wall mounted Fan (400 mm) Make:- Usha, Bajaj, Crompton greaves, Havel's or equivalent	No.	35				
8	Providing pedestal Fan (400 mm) Make:- Usha, Bajaj, Crompton greaves, Havel's or equivalent	No.	10				
9	Providing and fixing exhaust Fan 9" with fixtures complete in all respects. Make: - Usha, Bajaj, Crompton greaves Havel's or equivalent.	No.	20				
<b>Total (NPRs)</b>							

**Note: All applicable taxes as per GoN Norms on above items i.e. Sr. 1 to 9 of Price Schedule, Schedule-A Part (I) to be filled in Schedule of Taxes, Schedule-A Part (II)**

Date:-

Place: -  
along with seal

Bidders Name and Signature

**SCHEDULE-A  
Part (II)**

**Schedule of Taxes**

**Name of Work:- Construction of prefabricated structures for residential and office structures at Tumlingtar, Arun-3HPP, Distt. Sankhuwasabha ,Nepal.**

<b>S. No</b>	<b>Description</b>	<b>VAT</b>	<b>Service Tax</b>	<b>Any other taxes and duties</b>
1	Taxes applicable on item at Sr. No 1 of Price Schedule			
2	Taxes applicable on item at Sr. No 2 of Price Schedule			
3	Taxes applicable on item at Sr. No 3 of Price Schedule			
4	Taxes applicable on items at Sr. No 4 of Price Schedule			
5	Taxes applicable on items at Sr. No 5 of Price Schedule			
6	Taxes applicable on items at Sr. No 6 of Price Schedule			
7	Taxes applicable on items at Sr. No 7 of Price Schedule			
8	Taxes applicable on items at Sr. No 8 of Price Schedule			
9	Taxes applicable on items at Sr. No 9 of Price Schedule			
	Total			

Date :-

Place :-

Bidders Name and Signature along  
with Signature

**SCHEDULE - B**  
**ISSUE OF DEPARTMENTAL MATERIALS TO THE CONTRACTOR**

(Refer Clause 23 of General Conditions of Contract)

Sl. No.	Particulars of materials to be issued.	Unit	Tentative Qty.	Issue Rate(Rs. )	Place of issue.

NOT APPLICABLE

## **SCHEDULE –C**

### **SCHEDULE FOR ACHIEVEMENT OF MAJOR MILESTONES OF WORKS AND COMPENSATION FOR DELAY**

(Refer clause 40 of General Conditions of Contract and Schedule-E)

#### **Liquidated Damages for delay**

The liquidated damages for the delay in carrying out the service as per scope of work beyond the work completion period as stipulated in Sr. No. 3 of ITB shall be levied @ 0.5 percent per week subject to maximum of Ten percent (10 %) on total contract amount.

## SCHEDULE - D

### Schedule for chargeable interest rates against advances, completion time, defect liability period, percentages of various components for price variation/adjustment

S. No.	Clause No.	Description	Stipulation
1	3.2 of GCC	Performance Security Deposit	3% ( <b>Three percent</b> ) of the Contract Price
	3.3 of GCC	Retention Money	3%
2	6.2 of GCC	Number of Copies of Contract to be furnished by the Contractor to the Employer.	four
3	<del>13.1.1 of GCC</del>	<del>Mobilization Advance Limit</del>	
	<del>13.1.1(ii) of GCC</del>	<del>Initial limit of lump sum advance</del>	
	<del>13.1.1(i) of GCC</del>	<del>Simple interest per Annum on Mobilization Advance</del>	
4	<del>13.1.2 GCC</del>	<del>Advance for Construction Equipment limited to</del>	
	<del>13.1.2(i) of GCC</del>	<del>Simple interest per Annum on sum advanced for purchase of new equipment</del>	
5	14 of ITB	Earnest Money Deposit	NPR 9,02,700/-
6	11.2 of ITB	Tenders invited on	lump sum and item rate basis
7	<del>18.2(iii) of GCC</del>	<del>Contractor's Overheads, Supervision, Profits etc. on material/ construction Equipment issued by Employer.</del>	<del>15%</del>
9	34.8 GCC	Public Liability Limits plus Property Liability Limits not exceeding	10% of Contract Price
10	39.1 of GCC	Time allowed for execution of the Work as a whole	7 months
11	43 of GCC	Defect liability Period	<b>1 Year</b>
12	45.7 of GCC	Interest Rate for Delayed Payment	

## SCHEDULE – E

## **CONSTRUCTION SCHEDULE**

Construction Schedule to be submit by bidders separately as  
Construction schedule

1. The above schedule will be supplemented from time to time to achieve the required targets and as per directions of Engineer-in-charge

**Note:- schedule E to be submitted by bidder within one month of issue of LOA.**

### **SCHEDULE -F**

**CONSTRUCTION PLANT, EQUIPMENT & MACHINERY AND ITS PLANNING  
SCHEDULE**

---

**[To be filled in by the Bidder]**

Sl. No.	Name of Equipment	Make & Model	Capacity	Total No. of equipments	Source /sources of Mobilization	Year of Purchase	Whether New /Old	Hours run	No. of overhauling already done	Proposed deployment for the work month wise phasing in accordance with constn. Schedule	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

**Note:**

1. **As per Project Development Agreement (PDA) SJVN Arun-3 Power Development Company Private limited (SAPDC) has a concession available for import of construction machinery, plant, equipment etc., as per prevailing Laws, Rules & regulations applicable in Nepal. The contractor is required to go through the relevant concession available and quote the rates accordingly.**
2. The above schedule will be supplemented from time to time to achieve the required targets and as per directions of Engineer-in-charge
3. Under the head "source/sources of mobilization", the Contractor would clearly indicate the source(s) of equipment and the time when it could be released from his existing works (s) / contract (s) for work (s) / contract (s) in question For the new equipments the Contractor would indicate the source of purchase and the likely delivery after placement of order.

**Note:- Schedule F to be submitted by bidder within one month of issue of LOA.**

**SCHEDULE-G**

**LIST OF PLANT, MACHINERY & EQUIPMENT IMMEDIATELY AVAILABLE WITH  
THE CONTRACTOR FOR DEPLOYMENT ON THE WORKS**

*[To be filled in by the Bidder]*

<b>Sl. No.</b>	<b>Name of Machinery</b>	<b>Quantity</b>	<b>Description, size, capacity, model etc.</b>	<b>Condition</b>	<b>Year of Service</b>	<b>Present location</b>

**Note:- Schedule G to be submitted by bidder within one month of issue of LOA.**

SCHEDULE-K

**CONTRACTOR'S ESTIMATE OF MATERIALS USAGE FOR ITEMS ISSUED BY CORPORATION AS LISTED IN SCHEDULE-B FOR PERFORMANCE OF PRIMARY, ENABLING, ANCILLARY AND PERMANENT WORKS UNDER THE CONTRACT.**

*[To be filled in by the Bidder]*

**1. For the Works having completion period up to 12 months**

Sl. No.	Description	Unit	Total Qty. forecast	MONTHLY DISTRIBUTION											
				Monthly											
				1.	2.	3.	4.....	5.....	6.....	7.....	8.....	9.....	10.....	11.....	12
<b>PRILIMINARY WORKS</b>															
<b>ENABLING WORKS</b>															
<b>ANCILLARY WORKS</b>															
<b>PERMANENT WORKS</b>															



			<p>d). The bidder shall make suitable provisions for repairs and maintenance of the equipments mobilized and always keep them in good condition as the repair facilities for such equipment are not available near Project Site.</p> <p>e). The equipments to be deployed shall be in good condition. The list of equipments &amp; machinery indicated here is not exhaustive. Other tools, Plants, Equipments, Machinery etc. which though not specifically but are reasonably required for the execution of works at site ,will be mobilized by the bidder within their price. Further in opinion of the Engineer -in- Charge in case, in the interest of the progress of work at site/completion of work in stipulated time period, the contractor is required to augment its resources at site such as Men, Materials, Tools, Plants, Equipments, Machinery etc. the same shall be required to be complied by the bidder at no extra cost to SJVN Arun-3 power Development Company Private Limited</p>
--	--	--	--

5 (3.3 B) (b) (ii) The Number of Technical personnel, Qualifications and Experience will be as follows:

A. The Technical Personnel are:

Technical Personnel	Number	Qualification	Experience in Civil Works Supervision

**Note:** The proposed manpower is not exhaustive; it may vary with the requirement of the work or methodology, planning for execution proposed by the bidder.

6. The skilled/ unskilled manpower required are:

S. No.	Designation	Minimum Qty in Nos.	Remarks
1	Skilled		
2	Unskilled		

NOTE :-

- a). The Men power mentioned above is indicative. Bidders may suitably decide the Men power such that the requirement to execute the work is met

- b). The detail of Men Power indicated here is not exhaustive. Other Men power which though not specifically but are reasonably required for the execution of works at site ,will be mobilized by the bidder within their price. Further in opinion of the Engineer -in- Charge in case, in the interest of the progress of work at site/completion of work in stipulated time period, the contractor is required to increase the Men Power at site , the same shall be required to be complied by the bidder at no extra cost to SJVN Arun-3 power Development Company Private Limited

**Note:- Schedule L to be submitted by bidder within one month of issue of LOA.**

## Schedule-M

### Format for Evidence of Access to or Availability of Cash Flow

Date: .....

**PCD-64/2016**

#### AVAILABILITY OF WORKING CAPITAL

• **[The following text shall be applicable in case of Sole Applicant]**

This to certify that M/s \_\_\_\_\_ is a reputed company with a good financial standing.

If the contract for the work, namely Construction of prefabricated structures for residential and office building at Tumlingtar, Arun-3HPP, Distt. Sankhuwasabha ,Nepal.,PCD-64/2016 is awarded to the above firm, we shall be able to provide overdraft/ credit facilities to the extent of NPR \_\_\_\_\_to meet their working capital requirements for executing the above contract.

OR

• **[Change the text as follows for Joint Venture]**

This is to certify that M/s. \_\_\_\_\_who has formed a Joint Venture (JV) with M/s\_\_\_\_\_ and M/s\_\_\_\_\_ for participating in this bid, is a reputed company with a good financial standing.

If the contract for the work, namely Construction of prefabricated structures for residential and office building at Tumlingtar, Arun-3HPP, Distt. Sankhuwasabha Nepal., PCD-64/2016 is awarded to the above Joint Venture, we shall be able to provide overdraft/ credit facilities to the extent of NPR\_\_\_\_\_ to meet their working capital requirements for executing the above contract.

**Name of the Official  
(Signing Power No.)  
Designation  
Name and Address of the Bank**

# SECTION VI

## FORMS OF BANK GUARANTEES AND HYPOTHECATION DEED

1. **FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT AND INSTRUCTIONS TO BE FOLLOWED FOR EXECUTION OF ALL KIND OF BANK GUARANTEES**
2. **FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT**
3. **FORM OF BANK GUARANTEE FOR THE CONVERSION OF CASH AMOUNT OF SECURITY DEPOSIT OR RETENTION MONEY**
4. **FORM OF BANK GUARANTEE TO SECURE A LUMP SUM ADVANCE**
5. **FORM OF HYPOTHECATION DEED**
6. **FORM OF BANK GUARANTEE FOR REMOVAL OF TOOLS AND EQUIPMENT FROM THE SITE.**
7. **PROFORMA FOR JOINT VENTURE AGREEMENT**
8. **PERFORMA FOR AGREEMENT.**

# 1. FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(Refer clause 14.0 of ITB)

WHEREAS \_\_\_\_\_ (Name of Bidder) (hereinafter called “the Bidder”) has submitted his bid dated \_\_\_\_\_ (date) for \_\_\_\_\_ (name of the Contract) (hereinafter called the bid).

**Or**

WHEREAS \_\_\_\_\_ (Name of Bidder) \_\_\_\_\_ and \_\_\_\_\_ (hereinafter called “the Bidder”) have submitted a joint bid and style of \_\_\_\_\_ their Bid dated \_\_\_\_\_ for \_\_\_\_\_ (name of the contract ) \_\_\_\_\_ (hereinafter called “the bid”).

**(This para is applicable in case of Joint venture)**

KNOW ALL MEN by these presents that We (Name of the Bank) \_\_\_\_\_ (Name of the Country) \_\_\_\_\_ having our registered office at (address) \_\_\_\_\_ (hereinafter called “the Bank”) are bound unto SJVN Arun-3 power Development Company Private Limited in the sum of \_\_\_\_\_ for which payment well and truly to be made to the SJVN Arun-3 power Development Company Private Limited , the Bank binds itself, his successors and assigns by these presents.

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

- a) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders, or
- b) does not accept the correction of the Bid Price pursuant to **Clause-23.3 of ITB.**
- c) adopts corrupt or fraudulent practices

We undertake to pay to the SJVN Arun-3 power Development Company Private Limited p to 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)

**INSTRUCTIONS TO BE FOLLOWED FOR EXECUTION OF ALL KIND 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. The each page of the Bank Guarantee shall be duly signed / initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid ( sub-para2) under the seal of the Bank.
4. The original Bank Guarantee should be sent by the Bank to SJVN Arun-3 Power Development Company Private limited directly under Regd. Post (A.D.). However, in exceptional cases, where the original BG is handed over to the bidder by the issuing bank/branch, the bidder shall ensure that an un-stamped duplicate copy of the BG has been sent immediately by the issuing bank/branch under Regd. Post (A.D.) directly to SJVN Arun-3 Power Development Company Private limited with a covering letter to compare with original BGs and confirm that it is in order.

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

Date:

SJVN Arun 3 Power Development Company (P) limited (SAPDC)

Registered office

3, Swagat Marg, Lokanthali,

Madhyapur (Thimi-16)

PO BOX 5685, Kathmandu, Nepal Ph +977-1-6631077

**Re: Bank Guarantee (Performance Security) No. [●]**

We have been informed that .....(the “company”), having its registered office at .....[●] has entered into a Agreement on .....[●] 20.... with you for the .....  
.....  
.....  
.....  
.....

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

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

The term of this Performance Security shall commence on the date of its issuance and shall expire on the date that is 12 months from such date (the "**Expiry Date**").

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

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

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

Notwithstanding anything contained hereinabove:

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

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

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

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

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

Name: .....

Designation:.....

Seal of the Bank:.....

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

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

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

***Name:.....***

***Designation:.....***

***Seal of the Bank:.....***

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

**3. FORM OF BANK GUARANTEE FOR THE CONVERSION OF CASH AMOUNT OF SECURITY DEPOSIT OR RETENTION MONEY**

(On Bank's letter head with adhesive stamp)

To

-----  
-----

1. We, the-----Bank (hereinafter referred to as "the said Bank") and having our registered office at -----do hereby undertake and agree to indemnify and keep indemnified the SJVN Arun-3 power Development Company Private Limited; represented by----- (hereinafter referred to as "the said Corporation" which expression shall, unless repugnant to the subject or context, include its administrators, successors and assigns), to the extent of NPRs.----- (NP Rupees -----) on behalf of \*----- in lieu of an equal cash amount of security deposit deposited by the said Contractor and/or deducted by the said corporation from the bills of the said Contractor and which the said Corporation has agreed to convert against a bank guarantee as hereunder, under the provisions of Contract No.---- -----dt.-----which the said Contractor has entered into with the said Corporation in connection with the construction of- -----at a total cost of Rs.----- (Rupees-----) (hereinafter called the `said contract').
2. We, the said Bank also do hereby agree to pay unequivocally and unconditionally within 48 hours on demand, in writing, from the said Corporation, of any amount upto and not exceeding Rs.\_\_\_\_\_(Rupees \_\_\_\_\_) to the said Corporation for any purpose or cause or on any account whatsoever under the provisions of the said contract in which respect the decision of the said Corporation shall be final and binding on us.
3. Provided that it shall not be necessary for the said Corporation to proceed against the said Contractor before proceeding against us and the guarantee herein contained shall be enforceable against us, notwithstanding any security which the Corporation may have obtained or obtain from the said Contractor shall, at the time when proceedings are taken against us as hereunder, be outstanding or unrealized.
4. We, the said Bank, further agree that this guarantee shall be valid and binding on us upto and including-----and shall not be terminable by notice or any change in the constitution of the said Bank or the said Contractor or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations made, given conceded, or agreed with or without our knowledge or consent, by or between the parties to the said contract.
5. We also undertake not to revoke this guarantee during its currency except with the previous consent, in writing, of the said Corporation.
6. Our liability under this guarantee is restricted to NPR.---- ----- (Nepalese Rupees--

-----). Our guarantee shall remain in force until-----unless a suit or action to enforce a claim under the guarantee is filed against us within six months from that date, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder:

In the presence of Witness

For and on behalf of the Bank

-----

Bank's common seal

Dated this-----day of -----

The above Guarantee is accepted by the Corporation

For and on behalf of the Corporation

***Signature***-----

***Name and designation***-----

***Name of Project/Unit***-----

***Date***-----

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**4. FORM OF BANK GUARANTEE TO SECURE A LUMPSUM ADVANCE**

(On Bank's Letter head with Adhesive Stamp)

To

-----  
-----  
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1. In consideration of the SJVN Arun-3 power Development Company Private Limited, represented by----- (Name of the Project/Unit) (hereinafter called the "Corporation" which expression shall unless repugnant to the subject or context include its successors and assigns) having agreed under the terms and conditions of Contract No.-----dated-----made between\*----- and the Corporation in connection with----- (hereinafter called the 'said contract') to make at the request of----- (hereinafter called the 'Contractor') a lump sum advance of NPRs.----- (NP Rupees-----only) for utilising it for the purpose of the contract on his furnishing a guarantee as herein provided from a Nationalised Bank/Scheduled Bank at India/Nepal, we----- Bank (hereinafter referred to as the 'the said Bank') having our registered office at-----do hereby guarantee the due recovery by the Corporation of the said advance with interest thereon as provided, according to terms and conditions of the Contract. If the said Contractor fails to utilise the said advance for the purpose of the said contract and/or the said advance together with interest thereon is not fully recovered by the Corporation, we ----- Bank hereby unconditionally and irrevocably undertake to pay to the Corporation on demand and without demur to the extent of the said sum of Rs. ----- (Rupees-----only) any claim made by the Corporation on us for the loss or damage caused or suffered by the Corporation by reason of the Corporation not being able to recover in full the said sum of NPRs.----- (NP Rupees----- --only) with interest as aforesaid.
2. We-----Bank further agree that the Corporation shall be sole judge of and as to whether the said Contractor has not utilised the said advance or any part thereof for the purpose of the said contract and the extent of loss or damage caused to or suffered by the Corporation on account of the said advance together with interest not being recovered in full and the decision of the Corporation that the said Contractor has not utilised the said advance or any part thereof for the purpose of the said Contract and as to the amount of loss or damage caused to or suffered by the Corporation shall be final and binding on us.
3. We, the said Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and till the said advance with interest has been fully recovered and its claim satisfy or discharged and till corporation certifies that the said advance with interest has been fully recovered from the said Contractor, and accordingly

shall have no claim under this Guarantee after \_\_\_\_\_ days/months from the date of satisfactory completion of the said Contract (as per certificate issued by the Corporation) whichever is earlier unless a notice of the claim under this Guarantee has been served on the said Bank before the expiry of the said period of \_\_\_\_\_ days/months, in which case the same shall be enforceable against the said Bank notwithstanding the fact, that the same is enforced after the expiry of the said period of \_\_\_\_\_ days/months.

4. The Corporation shall have the fullest liberty without effecting in any way the liability of the Bank under this Guarantee or indemnity, from time to time, to vary any of the terms and conditions of the said contract or the advance or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said contract or the securities available to the Corporation and the said Bank shall not be released from its liability under these presents by any exercise by the Corporation of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of the Corporation or any indulgence by the Corporation to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Bank from its such liability.
5. It shall not be necessary for the Corporation to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the Corporation may have obtained or obtain from the Contractor shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
6. We the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Corporation in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

If any further extension of this Guarantee is required the same shall be extended to such required periods on receiving instruction from M/s.-----on whose behalf the guarantee is issued.

Witness-----

Dated-----day of-----

For and on behalf of the Bank

Common seal of the bank

***The above Guarantee is accepted by the Corporation***

*For and on behalf of the Corporation*

*Signature-----*

*Name and Designation-----*

*Date-----*

---

## 5. FORM OF HYPOTHECATION DEED

(On Non-judicial Stamp Paper of Requisite Value)

THIS INDENTURE made this-----day of-----between\*-----of the one part and the SJVN Arun-3 power Development Company Private Limited represented by---  
------(Name of Project/Unit) hereinafter called "the Corporation" which expression shall unless the context requires otherwise include its successors and assigns of the other part:

WHEREAS under clause-----of the General Conditions of Contract relating the Contract No.-----dated----- entered into between the Corporation and the Contractor, the Contractor has applied to the Corporation for a loan of NPRs,------(NP Rupees-----only) for plant and equipment described in the Schedule hereto as specifically acquired by the Contractor for the works and brought to site.

AND WHEREAS one of the conditions on which the said loan of NPRs,-----is to be granted by the Corporation to the Contractor is that the Contractor shall hypothecate the plant and equipment described in the Schedule hereto in favour of the Corporation as security for the due repayment of the said loan.

AND WHEREAS the Contractor has represented that he is the owner of the plant and equipment described in the Schedule hereto and the same is free from encumbrances.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said agreement and in consideration of the promises the Contractor do hereby hypothecate, assign and transfer to the Corporation the plant and equipment described in the Schedule hereto, the intent that the same shall remain as security for repayment to the Corporation of the said loan of Rs.---  
-----together with the interest thereon @\_\_\_\_\_ % per annum.

1. The Contractor hereby agrees, declares and covenants with the Corporation as follows:
  - (a) The Contractor shall repay to the Corporation the said loan of NPR,------(NP Rupees -----only) together with interest thereon as aforesaid and agrees that the said loan be recovered by the Corporation by making deductions in the manner provided in clause-----of the General Conditions of Contract and other conditions of the contract from the claims made by the Contractor against the Corporation on account of payment.
  - (b) The Contractor has paid in full the purchase price of the plant and equipment described in the Schedule hereto and each and every one of them are the absolute property of the Contractor and that the same have not been sold, pledged, mortgaged or transferred or in any way dealt with by the Contractor.

- (c) So long as any amount remains payable to the Corporation by the Contractor, in respect of the said loan of Rs.-----the Contractor shall not sell, pledge, hypothecate, transfer, part with or in any way deal with the plant and equipment described in the schedule hereto.
- (d) If the said loan of Rs.-----shall not be repaid by the Contractor or recovered in the manner described above by the said-----day of -----due to any reason whatsoever or the said Contract has been determined earlier or cancelled or if the Contractor shall sell, pledge, mortgage, transfer, part with or in any way deal with the said plant and equipment or any part thereof or the Contractor or any of the partners is adjudged insolvent or the contract is to be wound up or makes any composition or agreement with its creditors or the Contractor shall commit breach of any of the terms and conditions or covenants as herein contained or if any other property whatsoever belonging to the Contractor has been sold or attached for a period of not less than 21 days in execution of the decree of any court for payment of money, whole of the said loan of Rs.- -----or such part thereof as may have remained unpaid or unrecovered together with interest thereon shall forthwith become due and payable.
- (e) The Corporation may on the happening of any of the events mentioned in the preceding clause(s) or in the event of the said loan or any part thereof becoming due and payable and has not been paid or recovered or cannot be recovered as provided in the said conditions, seize and take possession of the said plant and equipment (and either remain in possession thereof without removing the same or else may remove the same) and sell the said plant and equipment or any of them either by public auction or private contract and may out of the sale proceeds, retain the balance of the said loan and interest thereon remaining unpaid and unrecovered and all cost, charges and expenses and payments incurred or made in maintaining, defending or protecting the rights of the Corporation hereunder and shall pay over the surplus, if any, to the Contractor.
- (f) The Contractor shall at all times during the continuance of the security and at the expense of the Contractor insure and keep insured the plant and equipment described in the Schedule hereto for the full value thereof in the joint names of the Contractor and the Corporation with an insurance company to be approved by the Engineer-in-charge against the risk of loss or damage from whatever cause. During the continuance of the security the Contractor shall pay all premia and sums of money necessary for keeping such insurance on foot and the insurance policy and receipts in original for premia paid shall be deposited with the Engineer-in-charge. The Contractor shall assign all his right, title and interest in the policy of the Corporation.
- (g) The Contractor shall not permit or suffer the said plant and equipment or any part thereof to be destroyed or damaged or used or to be used or to deteriorate in a greater degree than it would deteriorate by reasonable wear and tear thereof in the performance of the Contract.
- (h) In the event of any damage or loss happening to the said plant and equipment or any part thereof from whatever cause, the Contractor shall forthwith have the same repaired or replaced as the case may be or arrange for payment of the entire amount

recovered or to be recovered from the insurance company to the corporation towards the payment of the said loan of Rs.\_\_\_\_\_.

2. Upon repayment of recovery in full of the amount secured on account of this hypothecation deed the said plant and equipment secured hereunder shall stand released from hypothecation but this is without prejudice to the right of the Corporation under any other Conditions of the Contract.

**SCHEDULE ABOVE REFERRED TO**

Sl. No.	Particulars of plant and equipment	Nos.	Purchase price/ price considered reasonable by Engineer-in-Charge	Total price	Advance (90% for new machinery only)
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>

IN WITNESS WHEREOF the parties hereto have executed these present on the day and year first above written.

For and on behalf of the Contractor

For and on behalf of SJVN Arun-3 power Development Company Private Limited

i) Name \_\_\_\_\_

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

(Authorized Signatory)

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

Designation:

\_\_\_\_\_

In the presence of:

In the presence of :

\_\_\_\_\_

**6. FORM OF BANK GUARANTEE FOR REMOVAL OF TOOLS AND EQUIPMENT FROM THE SITE**

(On Bank's letter head with Adhesive Stamp)

To

-----  
-----

1. In consideration of the SJVN Arun-3 power Development Company Private Limited; represented by.....(hereinafter called "the Owner" which expression shall unless repugnant to the subject or context include its successors and assigns) having agreed under the terms and conditions of Contract No.....dated.....made between\*.....and the Corporation (Owner) in connection with.....(hereinafter called "the said Contract") to permit the Contractor to remove the plant and equipment mentioned in the Schedule hereto hypothecated to the Owner as security against a loan of Rs.....with interest as provided in the Contract granted to the Contractor by the Owner from the site to any other works of the Contractor on his furnishing an acceptable Bank Guarantee, we the .....Bank (hereinafter referred to as "the said Bank") and having our registered office at.....do hereby undertake and agree to indemnify and keep indemnified the Owner from time to time to the extent of NPRs.....(NP Rupees.....only) against any loss or damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Owner by reason of the Contractor failing to bring back to the site the said plant and equipment or any part thereof and to unconditionally pay the amount claimed by the Owner on demand and without demur to the extent aforesaid.
2. We.....Bank further agree that the Owner shall be the sole judge of and as to whether the said Contractor has failed to bring the said plant and equipment or any part thereof back to the site and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Owner on account thereof and the decision of the Owner that the said Contractor has so failed and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Owner from time to time shall be final and binding on us.
3. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect till the Owner certifies that the said plant and equipment have been brought back to the site or the said loan of NPRs.....with interest has been repaid to the Owner in full, and accordingly discharges this Guarantee subject, however, that the Owner shall have no claim under this Guarantee after.....years of the date of completion of the Contract or from the date of cancellation of the said Contract, as the case may be unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said

period of.....years in which case the same shall be enforceable against the Bank notwithstanding the fact that the same is enforced after the expiry of the said period of.....years.

4. The Owner shall have the fullest liberty without effecting in any way the liability of the Bank under this Guarantee or Indemnity, from time to time, to vary any of the terms and conditions of the said Contract or the loan or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forebear from enforcing any of the terms and conditions governing the said contract or securities as available to the Owner and the said Bank shall not be released from its liability under these presents by any exercise by the Owner of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of the Owner or any indulgence by the Owner to the said Contractor or of any matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Bank from its such liability.
5. It shall not be necessary for the Owner to proceed against the Contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the Owner may have obtained or obtain from the Contractor shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
6. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Owner, in writing and agree that any change in the Constitution of the said Contractor or of the said Bank shall not discharge our liability hereunder.

Witness.....

For and on behalf of the Bank

Common Seal of Bank

Dated this.....day of.....

***The above Guarantee is accepted by the Corporation***

***Signature.....***

***Name and Designation.....***

***Dated.....***

**\*NOTE INSERT ONE OF THE FOLLOWING SENTENCES WHICHEVER IS APPROPRIATE**

**FOR PROPRIETARY CONCERNS**

Shri.....son of.....resident of.....carrying on business under the name and style of----- at.....(hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

**OR**

**FOR PARTNERSHIP CONCERNS**

M/s-----, a partnership firm with its office at -----(hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include their respective heirs, executors, administrators and legal representatives); the name of partners being

(i)Shri-----s/o-----

(ii)Shri-----s/o-----etc.

**OR**

**FOR COMPANIES**

M/s-----a company registered under the Companies Act, 1956, and having its registered office at----- in the state of----- (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include its administrators, successors and assigns).

**7 PROFORMA FOR JOINT VENTURE AGREEMENT:-**

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE TO BE PURCHASED IN THE NAME OF JOINT VENTURE)

JOINT VENTURE AGREEMENT BETWEEN M/S ....., M/S..... AND M/S ..... FOR SUCCESSFUL PERFORMANCE OF THE CONTRACT FOR CONSTRUCTION OF Construction of prefabricated structures for residential and office building at Tumlingtar, Arun-3HPP, Distt. Sankhuwasabha Nepal..

This Joint Venture Agreement executed on this ..... day of ..... two thousand and ..... between M/s ..... under a Company incorporated under the law of ..... And having its Registered Office at ..... (here-in-after called the “Partner-1”. Which expression shall include its successors, administrators, executors and permitted assigns) and M/s ..... a Company incorporated under the law of ..... and having its Registered Office at ..... (here-in-after called the “Partner-2” and M/s ..... a Company incorporated under the law of ..... and having its Registered Office at ..... (here-in-after called the “Partner-3” which expression shall include its successor, administrators. Executors and permitted assigns for the purpose of making a bid and entering into a Contract (in case of award) against Tender PCD-64/2016 for Construction of prefabricated structures for residential and office building at Tumlingtar, Arun-3HPP, Distt. Sankhuwasabha Nepal..of SJVN Arun-3 power Development Company Private Limited, a subsidiary of SJVN, having registered Office at 3-Lokanthali, Madhyapur (Thimi)-16, P.O. Box -5685, Kathmandu (Nepal). (hereinafter called “SJVN Arun-3 power Development Company Private Limited”).

WHEREAS, the SJVN Arun-3 power Development Company Private Limited invited Bids for Construction of prefabricated structures for residential and office building at Tumlingtar, Arun-3HPP, Distt. Sankhuwasabha Nepal..

AND WHEREAS Clause 3 of ‘INSTRUCTIONS TO BIDDER(S) – Tender document stipulates that the Bidder may also participate in joint venture provided they necessarily meet the requirements as stipulated in ‘INSTRUCTIONS TO BIDDERS’ of Tender document. The above referred Para/Clause further stipulates that all the partners in the Joint Venture are jointly and severally liable to the Owner to perform all contractual obligations.

AND WHERAS the proposal has been submitted to the SJVN Arun-3 power Development Company Private Limited vide no. ....dated ..... based on the Joint Venture Agreement being these presents and the proposal in accordance with the requirements as stipulated in ‘INSTRUCTIONS TO BIDDERS’ of Tender document, have been signed jointly by all the partners of JV and submitted to the SJVN ARUN-3 POWER DEVELOPMENT COMPANY PRIVATE LIMITED

**NOW THEREFORE, THIS DEED WITNESSETH AS UNDER:**

1. That in consideration of the Award of Contracts by the SJVN Arun-3 power Development Company Private Limited to the Joint Venture, we the partners to the Joint Venture Agreement do hereby agree that Partner-1 (M/s ..... ) shall act as Lead Partner for self and on behalf of other partner(s) and further declare and confirm that we shall jointly and severally be bound unto the Owner for the execution of the Contract in accordance with the Contract terms and shall be jointly and severally liable to the SJVN Arun-3 power Development Company Private Limited to perform all the Technical and Contractual obligations. Further the lead partner is authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the Contract including receipt of the payment shall be done by the lead partner.
    - 1.1 It is expressly understood and agreed between the partners to this agreement that the responsibilities and obligations of each of the partners shall be delineated separately to this agreement. It is further agreed by the partners that the above sharing of responsibility and obligations shall not in any way be a limitation of joint and several liabilities of the partners under the contract.
  2. In case of any breach of the said Contract committed by any of the partners of the Joint Venture Agreement, the other partners do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the contract and undertake to carry out all the obligations and responsibilities under this Joint Venture Agreement in order to discharge the obligations and responsibilities stipulated in the contract. Further, if the Owner sustains any loss or damage on account of any breach of the Contract, we the Joint Venture partners jointly and severally undertake to promptly indemnify, and pay such loss/damages, caused to the SJVN Arun-3 power Development Company Private Limited on its written demand without any demur, reservation, contest or protest in any manner whatsoever. This is without prejudice to any rights of the SJVN Arun-3 power Development Company Private Limited against the Joint Venture/Lead partner under the Contract and/or guarantees. It shall not be necessary or obligatory for the SJVN Arun-3 power Development Company Private Limited to first proceed against the partner-1 to these presents before proceeding against other Partner(s).
  3. We agree that this Agreement shall be without any prejudice to the various liabilities of the Joint Venture partners including the performance security as well as other obligations of Joint Venture Partners in terms of the Contract.
  4. The Joint Venture partners will be fully governed by the terms and conditions of the contract and shall be responsible for the quality of all the Works and timely execution thereof to meet the completion schedule under the contract.
  5. This Agreement shall be construed and interpreted in accordance with the Laws of India/Nepal and the respective Courts of India/Nepal shall have exclusive jurisdiction to adjudicate upon the disputes between the parties.
-

6. We, the Joint Venture partners agree that this Agreement shall be irrevocable and shall form an integral part of the Contract. We further agree that this Agreement shall continue to be enforceable till the successful completion of Contract and till the SJVN Arun-3 power Development Company Private Limited discharges it.
  
7. That this Agreement shall be operative from the effective date of the contract.

IN WITNESS WHEREOF, the Joint Venture partners through their authorized representatives have executed these presents and affixed common seal of their respective companies, on the day, month and year first mentioned above.

Witness:.....  ..... (Name in Block Letters)  Official Address.....	..... (Signature of Authorized representative)  For M/s .....(Joint Venture-Partner-1 )  Name :  Designation :.....  Seal of the Bidder/ firm: .....
Witness:.....  ..... (Name in Block Letters)  Official Address.....	..... (Signature of Authorized representative)  For M/s .....(Joint Venture-Partner-2 )  Name :  Designation :.....  Seal of the Bidder/ firm: .....
Witness:.....  ..... (Name in Block Letters)	..... (Signature of Authorized representative)  For M/s .....(Joint Venture- Lead Partner-3)

Official Address.....

Name :

Designation :.....

Seal of the Bidder/ firm: .....

## 8. PROFORMA FOR AGREEMENT

*[Refer Clause-28.0 of Section-III (ITB)]*

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ Between \_\_\_\_\_  
(name and address of Employer) (hereinafter called “SJVN Arun-3 power Development Company Private Limited”) and \_\_\_\_\_ (name and address of Contractor) (hereinafter called “the Contractor” of the other party).

Whereas the SJVN Arun-3 power Development Company Private Limited is desirous that the Contractor executes \_\_\_\_\_ (name and identification number of Contract) (hereinafter called ‘the Works’) and the SJVN Arun-3 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 Rs. \_\_\_\_\_

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 Arun-3 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 Arun-3 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) This Contract Agreement
  - b) Letter of Acceptance
  - c) Notice Inviting Tenders
  - d) Instructions to Bidders
  - e) General Conditions of the Contract
  - f) Special Conditions of the Contract
  - g) Technical Specifications
  - h) Bill of Quantities
  - i) Contractor’s bid other than BOQ
  - j) Tender Drawings
  - k) 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 Arun-3 power  
Development Company Private Limited

i) Name: \_\_\_\_\_

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

(Authorized Signatory)

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

Designation:

\_\_\_\_\_

In the presence of:

In the presence of :

Name \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

**Note:** *This Proforma is included in the Bidding Documents only for the information of the Bidders. Only the successful bidder, shall, in due course, be required to fill this Proforma.*

\_\_\_\_\_

# **SECTION –VII**

## **SPECIAL TERMS AND OTHER CONDITIONS**

**APPLICATION:** The following Special terms and other conditions shall supplement the General Conditions of Contract i.e., Section- V of the bidding document. Whenever there is a conflict or inconsistency, the provisions here-in shall prevail over those in the General Conditions.

## 1. **Special Conditions of the Contract:-**

- i. No material and T&P will be issued by SAPDC.
- ii. Total time for completion of work has been kept 7 months which is inclusive of design & mobilization period. **The design of the pre-fabricated buildings should be got vetted from Government University/Engineering College located in Nepal/India before submission to EIC. Design should be earth quake resistant considering the work site in Seismic Zone- V.** All design calculations and drawings shall be forwarded to the EIC for review in the design phase of the project (with proper data in support of the verification and validation of the same). Contractor shall incorporate all the necessary comments in the drawings prior to going ahead with the subsequent activity.
- iii. The bidder shall submit the construction schedule for the C/o prefabricated buildings at Tumlingtar for ARUN-III HPP, along with manpower planning.
- iv. No hand mixing of concrete will be allowed. The contractor will have to arrange for concrete mixers himself.
- v. The contractor shall make his own arrangement to obtain Electric and Water supply connection and make necessary payments directly to the concerned departments.
- vi. Unless otherwise specifically mentioned all materials to be used shall conform to Indian Standard Specifications. A LIST OF APPROVED MAKES OF BUILDING MATERIALS is given in the Scope of work.

## 2. **Payment schedule:**

The payments will be made in the following manner:

- i. Ten percent (10%) of the Lump Sum contract price shall be paid after completion of civil works up to plinth level.
- ii. Twenty percent (20%) of the Lump Sum contract price shall be paid after the completion of Steel Structure Works up to Superstructure.
- iii. Twenty percent (20%) of the Lump Sum contract price shall be paid after the completion of External and Internal Walls of Prefab Panels including providing & fixing in position Doors, Windows, sanitary and electric wiring works.
- iv. Twenty five percent (25%) of Lump Sum contract price shall be paid after the completion of False ceiling, flooring, water supply, sewerage system & Painting etc.
- v. Twenty five percent (25%) of Lump Sum contract price shall be paid after the completion of sanitary fittings and electrical fixtures etc., i.e. on completion of the entire work in all respects after issuing completion certificate by the Engineer-in-Charge.

## 3. **L.D. Charges:**

Liquidated Damages shall be applicable for this work as mentioned below:-

- i. Completion period (as originally stipulated) not exceeding 7 (six) months @ 0.5% per week subject to maximum of 10% of contract value.

**For this purpose the term “Contract Value” shall be the value of contract for the work as ordered.**

**SECTION- VIII**

**TENDER DRAWINGS**

**“Tender Drawings 1 to 6  
as per separate attachment”**

# **SECTION- IX**

## **CODES OF PRACTICE TO BE FOLLOWED**

## **1.0 CODES OF PRACTICE TO BE FOLLOWED**

**1.1** The execution of all works under this tender shall conform to the Scope of work and specifications and code of practice mentioned below as amended from time to time and as per the Instruction of Engineer-in-Charge.

**1.1.1 Standard Specification for Road and Bridge works published by Ministry of Physical Planning & Works, Department of Road, Govt. of Nepal.**

1.1.2 Any other relevant IRS/IS/Other Code as per the instruction of Engineer-in-charge.

## **1.2 CODES OF PRACTICE TO BE FOLLOWED**

The following codes of practice as amended from time to time shall be followed generally unless otherwise specified in the Additional Special Conditions of Contract or Schedules.

IS:5878 (Part 1) - 1971 Precision Survey and setting out.

IS:4081-1967- Safety Code for Blasting and Related drilling operations.

IS:9103-1979- Admixtures for Concrete.

IS 800-2007- General Construction In Steel Structures

IS:3764-1966- Safety Code for Excavation Work.

IS:4138-1977- Safety Code for Working on Compressed Air.

IS:7293-1974- Safety Code for Working with Construction Machinery.

IS:823-1964- Code of procedure for manual metal Arc welding of mild steel.

IS:816-1969- Code of practice for use of Metal Arc welding for General Construction in Mild steel.

IS:1566-1967- Hard Drawn steel wire fabric for Concrete reinforcement.

IS:456-2000- Code of Practice for Plain and Reinforced Concrete.

IS:1893-1975- Criteria for Earthquake resistant design of structures.

IS:1200 (Part-XXV) 1971- Methods of Measurement of Building and Civil Engineering works.

IS:4082-1996- Carriage of materials, recommendations of stacking & storage of construction material at site.

IS:1200 (Part I) -1992 Earthwork ,methods of measurement .

IS:11134-1984- Code of practice for setting out of works.

IS:3696(Part I)1987- Safety code for scaffoldings and ladders (scaffoldings).

IS:3696(Part II) 1987- Safety code for scaffoldings and ladders (ladders).

IS:8112-1989- Specification for 43 grade Ordinary Portland Cement .

IS:1727- Specification for sand for plaster .

IS:2250- Specification for sand for masonry.

IS:383-1970- Specification for fine & coarse aggregates.

IS:7861(Part I & II)- Code of practice for hot weather and cold weather concreting.

IS:516- Method of test for strength of concrete.

IS:432(Part I & II)- Specification for mild steel, medium tensile steel and hard drawn steel wire for concrete reinforcement.

IS:1786-Specification for T.M.T. bars for concrete reinforcement .

IS:12502- Code of practice for bending and fixing of bars for concrete reinforcement.

IS:1123-1975- Method of identification of natural stones .

IS:1126-1976- Method of tests or determination of durability of natural building stones (reaffirmed 1990).

IS:458-1988- Precast concrete pipes (with and without reinforcement).

IS:651-1992- Specification for salt glazed stone ware pipes and fittings.

IS:1868, IS:2095, IS:4456, IS:12200, IS:1343, IS:1978.

Nepal Explosive Act -1961

### **1.3 FOR ROAD WORKS: LIST OF BUREAU OF INDIAN STANDARDS CODES AND IRC STANDARDS**

1. IS :164- Ready mixed paint for road marking.
2. IS:8112- Specification for 43 grade ordinary Portland Cement.
3. IS:278- Specification for galvanized steel barbed wire for fencing.
4. IS:383- Specification for coarse and fine aggregate from natural sources for concrete.
5. IS:460- Specification for test sieves .
6. IS:516- Method of test for strength of concrete.
7. IS:712- Specification for building limes.
8. IS:1199- Methods of sampling and analysis of concrete .
9. IS:1834- Specification for hot applied sealing compound for joint in concrete.
10. IS:2386 (Part I)- Method of test for aggregate for concrete particle size and shape.
11. IS:2386(Part II)- 1963 – Method of test for aggregate for concrete estimation of deleterious materials and organic impurities.
12. IS:2386 (Part III)- Method of test for aggregate for concrete specific gravity, density, voids, absorption and bulking.
13. IS:2836(Part IV)- Method of test for aggregate for concrete mechanical properties.
14. IS2720(Part V)- Method of test for soil: Determination of liquid and plastic limit.
15. IS2720(Part VII)- Method of test for soils: part VII determination of water content dry density relation using light compaction.
16. IS: 2720(Part XXVIII)- Method of test for soil: determination of dry density of soils in place, by sand replacement method.
17. IS:5640- Method of test for determining aggregate impact value of soft coarse aggregates.
18. IS:6241- Method of test for determination of stripping value of road aggregates.

### **1.4 IRC STANDARDS:**

1. IRC:10- Recommended practice for borrow pits for road embankments constructed by manual operation.
2. IRC:36- Recommended practice for construction of earth embankments for road works.
3. IRC:60- Tentative guidelines for the use of lime flyash concrete as pavement base of sub base
4. IRC:88- Recommended practice for lime flyash stabilized soil base/sub base in pavement construction.

All other relevant codes as applicable for completion of work.

**Note:** Wherever any Code/Specification etc. has been mentioned at any place in these tender documents, latest amendments/latest codes/latest specification etc. shall be followed.

The SJVN Arun-3 power Development Company Private Limited reserves the right to reject or alter any part of the work executed by the Contractor which in judgment of the SJVN Arun-3 power

Development Company Private Limited does not comply with the requirements of the above specifications. The decision of the SJVN Arun-3 power Development Company Private Limited shall be final and conclusive for all purpose and contractor shall have no claim on this account whatsoever.

## **1.5 GENERAL CONDITIONS**

- 1) Topography along the proposed road is mainly characterized by gentle and steep slopes, largely covered by dense forest and in many places cultivated by terrace forming. Villages and small towns in the area are generally located on or close to the ridge tops. Most of the area is scarcely inhabited.
- 2) Further information may be obtained from Sr Manager (C) , Arun-3 HPP, Plot no. 583, Sajak Tole, Koshi Highway Khandbari, Nepal, Telephone No. 00977-29560766, Fax No. 00977-29560712

## **2.0 WATER**

The quality of water shall be as per its relevant specifications and fit for use in different cement & concrete works and curing etc.

## **3.0 CEMENT**

- 3.1 Cement for use in the works will be procured by the contractor from the reputed manufactures {such as ACC, Ultratech (earlier named as L&T),Gujrat Ambuja, Aditya Birla, Jagdamba, Vishwakarma, Udaipur or similar brand} or their authorized dealers only. Cement shall be brought in bags, weight of each shall be deemed to be 50 Kg. Cement used for the work shall be 53 Grade Ordinary Portland cement conforming to IS-12269 and/or Portland Pozzolana cement (fly ash based) conforming to IS1489 (part 1) or equivalent.
- 3.2 Cement older than 3 months from date of manufacture as marked on the bags shall not be accepted. The cement bags in proper bag packing should bear the following marking:
  - i) Manufacturer's name.
  - ii) Registered trade mark of manufacturer if any.
  - iii) Type of cement.
  - iv) Weight of each bag in kgs.
  - v) Date of manufacturer, generally marked as week of the year.
- 3.3 Quality test certificate along with purchase bill in original for cement as per IS-4081 shall be furnished by the contractor at his own cost from the manufacturer before use of cement.
- 3.4 SJVN Arun-3 power Development Company Private Limited may also take samples during the course of execution of works and get the cement tested to ascertain the conformity to relevant IS specifications at contractor's cost before particular lot is put to use. Frequency of testing shall be as prescribed by the relevant IS codes. Following tests interalia shall be carried out:
  - i) Fineness
  - ii) Compressive strength
  - iii) Initial and final setting time.
  - iv) Soundness

v) Other tests if necessitated

3.5 Cement shall be stored above ground level in perfectly dry and water tight sheds. Stacking of cement in go down shall be done on a layer of wooden sleepers so as to avoid contact of cement bags with the floor or alternatively scrap GI sheets may also be used in place of sleepers but those shall be stacked at least 30cm clear of the walls to prevent deterioration. Cement shall be stacked not more than 8 layers high to prevent bursting of bags in the bottom layer and formation of clods. Cement shall be stored in such a manner to permit easy access for proper inspection. Stacks of cement bags shall be covered with tarpaulin during monsoon so as to obviate the possibility of deterioration of cement by moisture in the atmosphere. Cement, which is partially set, is on no account to be used on works.

#### **4.0 FORMWORK AND SHUTTERING**

4.1 Shuttering shall be either of plywood of approved quality on wooden frame or of steel plates stiffened by steel angles. During casting of concrete, the shuttering shall be supported on wooden battens and props of vertical ballies properly cross braced to make the form rigid.

4.2 The formwork shall conform to the shape, lines and dimensions as shown on the plan. It shall be sufficiently rigid and to maintain correct shape of the members during deposit of concrete and shall be able to resist forces caused by vibration of concrete and incidental loads associates with men working over it. The shuttering shall have smooth and even surface and its joints shall not permit leakage of cement slurry.

4.3 If at any stage of work during or after placing concrete in the structure , the form work bulges out beyond their required shape of the structure, the concrete shall be removed and work done with fresh concrete with adequate rigid form work. Details of the shuttering and centering shall be subject to the approval of Engineer-in-charge .The formwork shall be inspected and approved by the Engineer-in-Charge before the reinforcement bars placed in position.

#### **5.0 PLAIN CONCRETE AND RCC WORKS**

5.1 After completing the formwork and shuttering, the same shall be offered for inspection to the Engineer-in-charge and only after his clearance further work of placing the reinforcement in position and casting of concrete shall be taken in hand. The material used in CC/RCC works shall conform to relevant Standard and Specifications of Govt. of Nepal and/or relevant IS codes

- i) These specifications shall be read in conjugation with any other specifications for concreting work given elsewhere in tender document.
- ii) Clear cover will be provided as per drawing or as directed by the Engineer-in-charge.

#### **5.2 AGGREGATES FOR CONCRETE**

##### **5.2.1 Coarse Aggregates**

Coarse aggregates shall be as per specification and shall conform to “**Standard specifications for Road & Bridges**” by **ministry of Physical Planning & works, Deptt. of Roads, Govt. of Nepal 2001**, or relevant IS Codes such as IS:383/IS:456 & IS:1343.

5.2.2 All coarse aggregate material shall be chemically inert, strong, hard, of limited porosity and free from adhering coatings, clay and organic or other impurities that may cause corrosion of the reinforcement or affect the strength and durability of the concrete.

### **5.3 FINE AGGREGATE**

5.3.1 Fine aggregate shall be of approved quality and grading conforming “Standard specifications for Road & Bridges” by ministry of Physical Planning & works, Deptt. of Roads, Govt. of Nepal 2001, or relevant IS Codes such as IS:383,IS:456 & IS:1343 standards. It shall be free from impurities and deleterious substances.

5.3.1 The decision of Engineer-in-charge shall be final regarding approval of the coarse and fine aggregates for the concreting works. The contractor shall be required to carry out washing and sieving of aggregates if directed by the Engineer-in-charge and all costs for the same shall be borne by the contractor.

### **5.4 STORAGE OF AGGREGATES**

Coarse aggregates shall be delivered at site and stored in separate sizes as ordered by the Engineer-in-charge. The Engineer-in-charge shall decide and direct the contractor to bring, stack and store aggregates in different sizes as he deems necessary for the proper quality control. Aggregates shall be stored or stock piled in such a manner that segregation of fine and coarse sizes will be avoided and also that the various sizes will not become intermixed before proportioning. These shall be stored, stock piled and handled in such a manner that will prevent contamination by foreign deleterious materials. In the case of fine aggregates they shall be deposited at the mixing site for not less than 8 hours before use and should be got tested and approved by the Engineer.

Aggregate shall comply with the requirement of IS-383.

### **5.5 REINFORCED CEMENT CONCRETE / CC / MASONRY IN FOUNDATION AND SUPERSTRUCTURE**

5.5.1 All concrete works whether plain or RCC / masonry should conform to “**Standard specifications for Road & Bridges**” by ministry of Physical Planning & works, Deptt. of Roads, Govt. of Nepal 2001, or relevant IS Codes for plain/reinforced concrete.

5.5.2 All concrete shall be mixed in an approved concrete mixing machine. All such cement concrete should be vibrated by use of mechanical vibrators and nothing extra over and above the rates for mass concrete/RCC will be payable for these operations.

5.5.3 Welding of reinforcement will not generally be permitted except in special circumstances under the written approval of the Engineer- in-Charge accordance with the relevant IS codes.

5.5.4 The exposed surface of mass cement concrete and RCC work shall be rendered to leave the surface smooth and even. Nothing extra will be payable for rendering the exposed surface , the cost of which will be considered as having been included in the rates quoted in the schedule of items, qualities and rates.

5.5.5 In addition to the routine tests of materials, tests will be carried out whenever required by the Engineer in Charge. The cost of the special test will be borne by the contractor. Necessary facility in the form of moulds cones, scales, material, labour for casting, curing specimens and such other facility as per-requisite to any standard concrete test will be in any case, afforded by the contractor free of cost.

### **6.0 REINFORCEMENT**

6.1 The contractor is required to arrange the steel at his own, required for works as per approved drawings and conforming to specifications. The contractor shall be required to use TMT reinforcement steel as per approved drawings and nothing extra over and above the percentage quoted by him in tender document shall be payable. The rate shall be inclusive of providing, cutting, straightening, hooking, bending, binding and placing in position the reinforcement steel.

- 6.2 Payment of fabricated structure steel work shall be made based on calculated weight of finished work as per standard weight and approved drawings. In calculating the weight, the overall length of the members used will be taken into account and no deduction made for rivets/ bolts holes/ skew cuts, notches, gusset etc.
- 6.3 Payment of reinforcement shall be made as per total weight calculated based on the total length of the different dia steel bar used as per approved drawings or as directed by Engineer in charge considering standard weight of steel bars as given in the tables.
- 6.4 Payment shall be made for actual quantity of steel used as per approved drawings excluding all the wastages thereof .The reinforcement steel shall be Fe 415 grade, conforming to IS-1786.

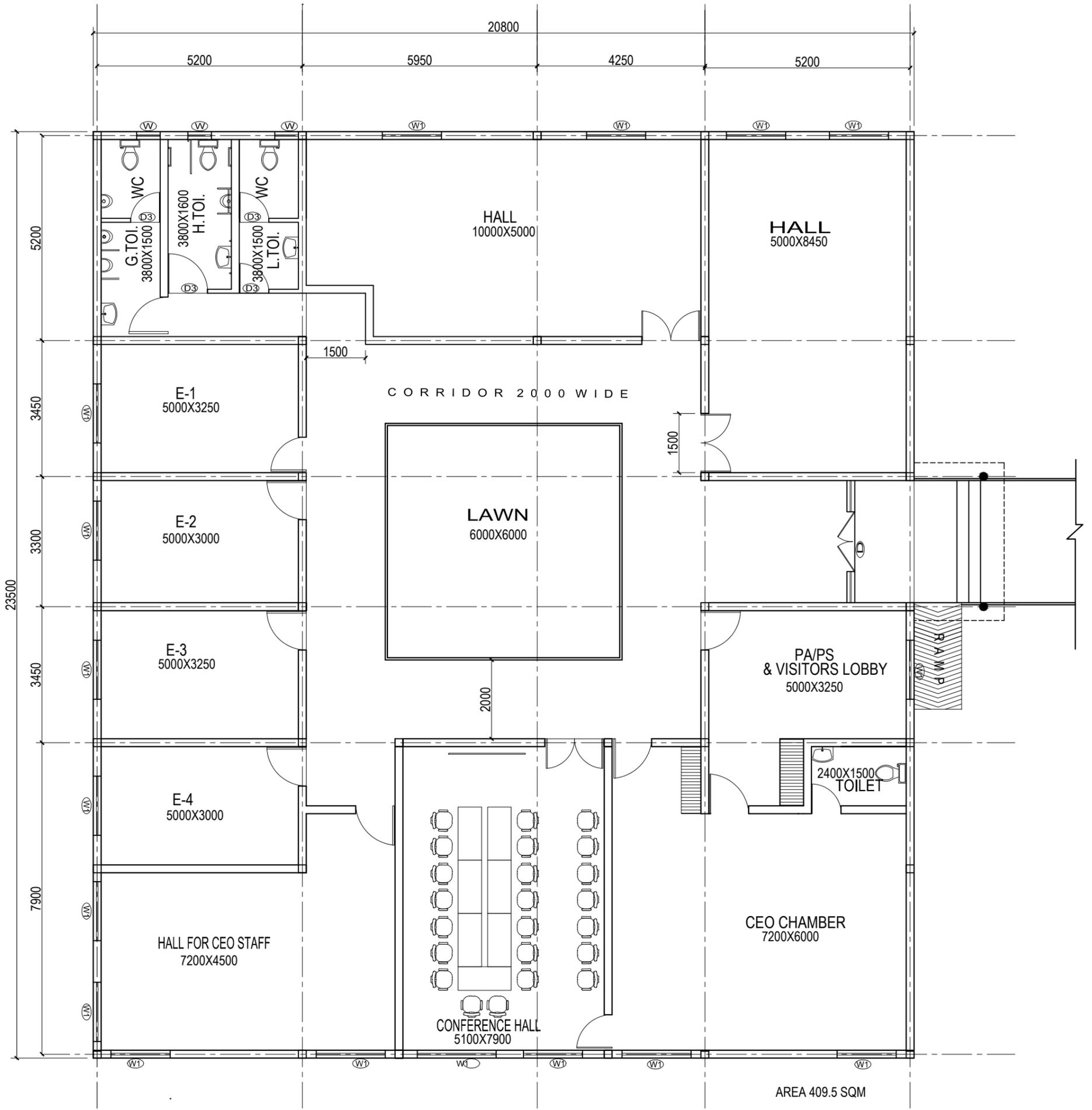
#### **7.0 CURING**

The CC/RCC, etc. including plastering and pointing etc. shall be continuously kept moist for the periods prescribed in “Standard specifications for Road & Bridges” by ministry of Physical Planning & works, Deptt. of Roads, Govt. of Nepal 2001, or relevant IS Codes. Curing of CC/RCC surface shall be done by covering the newly laid concrete with wet Hessian cloth or by filling water over the surface. Curing with water is very important aspect for quality and strength and is not to be ignored. Nothing extra on this account shall be payable. If it is found, curing is not being done properly by observing above instructions; the Engineer in charge may undertake curing through alternate means without any notice, at risk and cost of the contractor. Intimation of employment of another agency for curing will be given to the contractor as soon as possible. This intimation in writing to the contractor under the signature of Engineer in charge shall be conclusive evidence of the employment of another agency.

In case of any dispute regarding interpretation of any of the above quoted clauses, the decision of SJVN Arun-3 power Development Company Private Limited will be final and binding on the contractor(s).

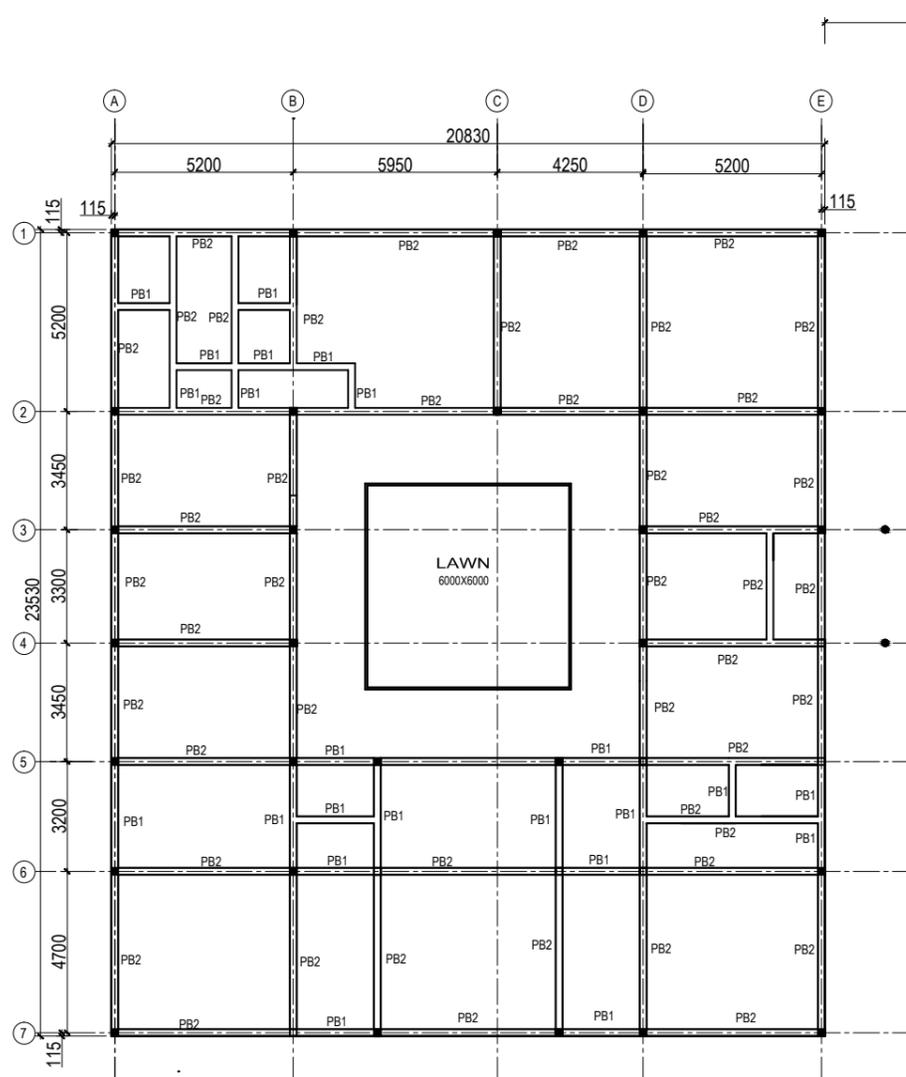
- 8.0 The SJVN Arun-3 Power Development Company Private Limited reserves the right to reject or alter any part of the work executed by the contractor which is in the judgment of the SJVN Arun-3 power Development Company Private Limited does not comply with the requirements of the above specifications. The decision of the SJVN Arun-3 power Development Company Private Limited shall be final and conclusive for all purpose and contractor shall have no claim on this account whatsoever.
- 9.0 In case of any contradictions between these Specifications and codal provisions etc. decision of the Engineer-in-charge as to which specification is to be followed shall be final and binding on the Contractor(s).



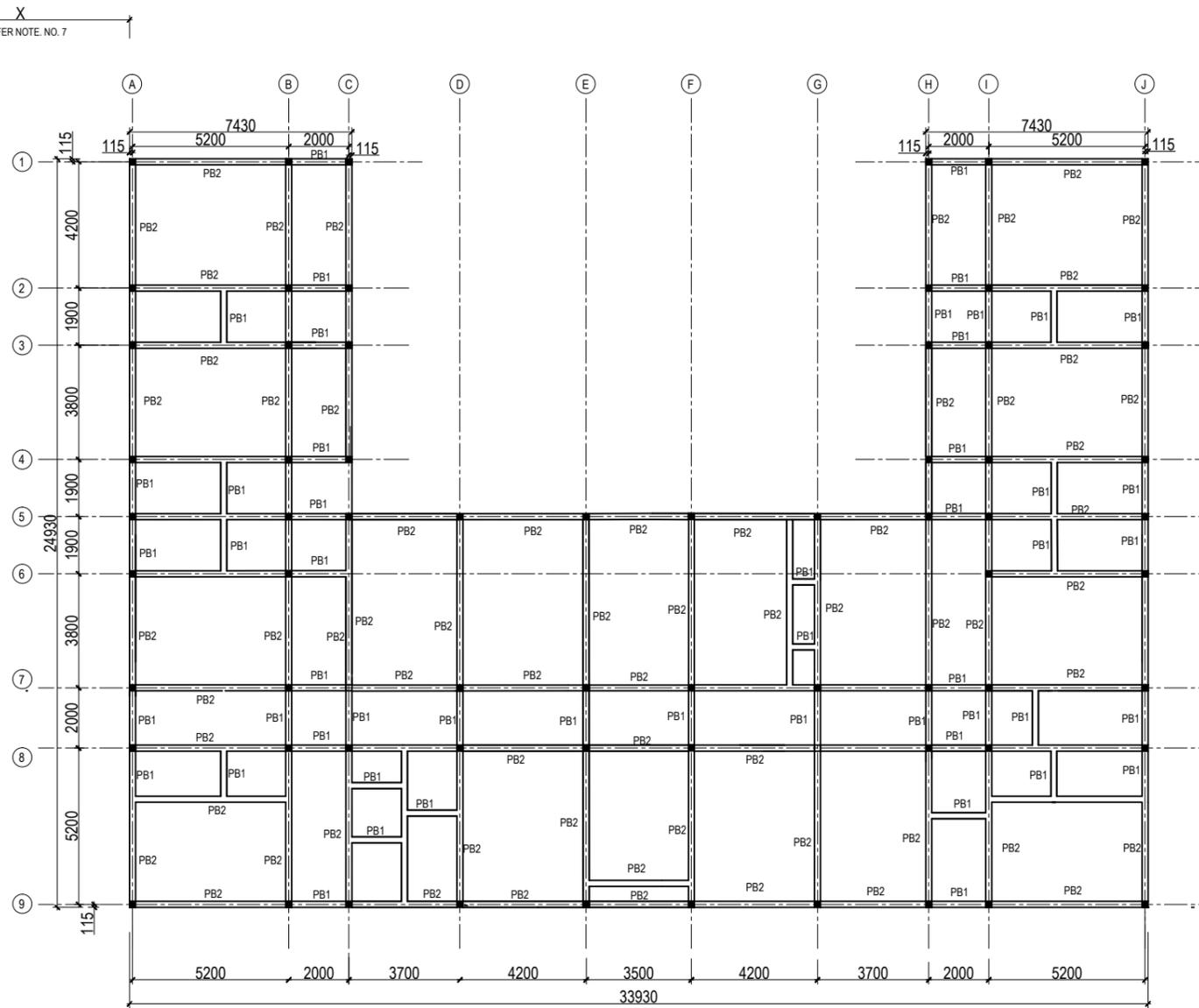


AREA - 454.5 SQM Appx.

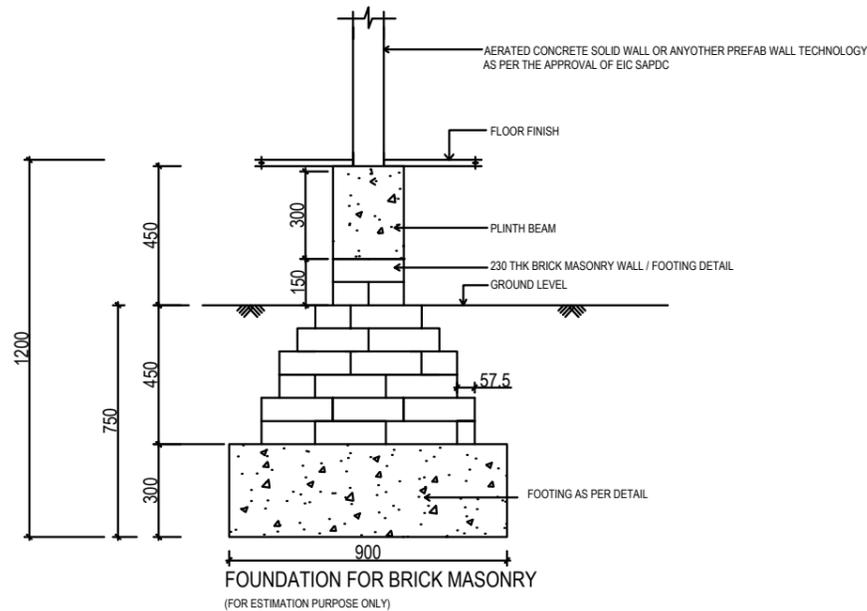
# PLAN



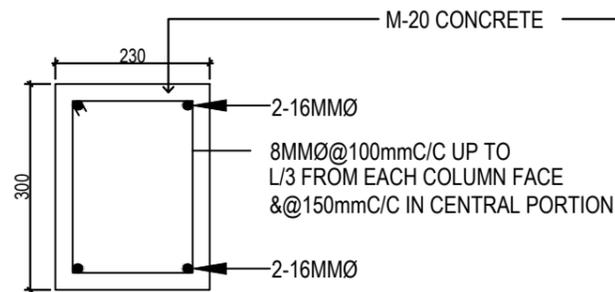
PLINTH BEAM LAYOUT OF OFFICE BLOCK SHOWING CENTER TO CENTER DIMENSIONS



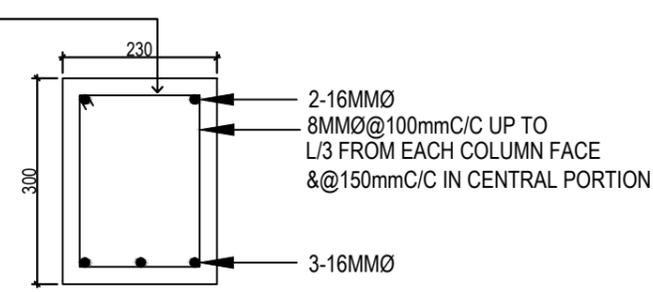
PLINTH BEAM LAYOUT OF GUEST HOUSE BLOCK SHOWING CENTER TO CENTER DIMENSIONS



FOUNDATION FOR BRICK MASONRY (FOR ESTIMATION PURPOSE ONLY)



PB1 (FOR SPAN UP TO 3000MM) (FOR ESTIMATION PURPOSE ONLY)



PB2 (FOR SPAN MORE THAN 3000MM) (FOR ESTIMATION PURPOSE ONLY)

PINTH BEAM DETAILS

- NOTE:**
1. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE MENTIONED. ONLY WRITTEN DIMENSIONS SHALL BE FOLLOWED, NO DIMENSION SHALL BE SCALED.
  2. THE E.I.C. SHOULD INFORM ARCHITECT CELL OIO GM (CIVIL DESIGN) IN CASE OF ANY DISCREPANCY NOTICED IN THESE DRAWINGS.
  3. ALL BUILDING WORKS MATERIALS TO BE USED IN THE CONSTRUCTION OF THIS BUILDING SHALL CONFORM TO RELEVANT IS CODES/ STANDARD PRACTICES OF REPUTED MANUFACTURERS.
  4. THIS BUILDING SHALL BE CONSTRUCTED AS PREFABRICATED STRUCTURE OR ANY OTHER PRE FAB TECHNOLOGY AS APPROVED BY EIC SAPDC. THOUGH THE BROAD SPECIFICATIONS HAVE BEEN PROVIDED BUT THE SIZES, THICKNESS, SPANS OF THE WALLS, FLOOR, AND ROOF MAY VARY AS PER THE SPECIFICATIONS OF MANUFACTURERS OR AS PER STRUCTURAL REQUIREMENTS.
  5. EVEN IF THERE ARE CHANGES IN STRUCTURAL MEMBERS OF THE BUILDING, LAYOUT SHALL BE STRICTLY FOLLOWED BY THE MANUFACTURER/SUPPLIER/VENDOR.
  6. THE FOOTING DEPTH AND SIZES FOR THE BRICK WALL FOUNDATION AND PLINTH BEAM REINFORCEMENT SHOWN ARE INDICATIVE ONLY AND ARE ISSUED FOR ESTIMATION PURPOSE ONLY. FOR STRUCTURAL DETAILS REFER SEPARATE CIVIL DRAWINGS DULY APPROVED BY THE CIVIL DESIGN DEPARTMENT OR EIC SAPDC.
  7. THE DISTANCE BETWEEN THE TWO BLOCKS SHALL BE AS INDICATED IN LAYOUT PLAN TO BE ISSUED SEPARATELY.
  8. ALL R.C.C WORK SHALL BE CARRIED OUT IN M-20 CONCRETE.
  9. FIRST CLASS BURNT CLAY BRICK SHALL BE USED IN THE FOOTING AS PER RELEVANT IS CODES (LATEST REVISIONS).

**DRAWING ISSUED FOR ESTIMATION PURPOSE ONLY**

THIS DRAWING SUPERSEDES DRG. NO. ID-ARCH-632 SENT VIDE EMAIL DATED 19.07.16

SCALE: NTS



**SJVN LIMITED**

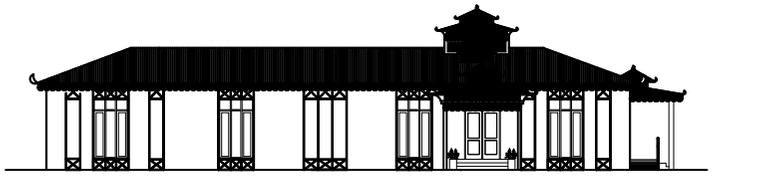
ARCHITECTURE CELL, OIO GENERAL MANAGER (CD)

**ARUN III HYDRO ELECTRIC PROJECT**

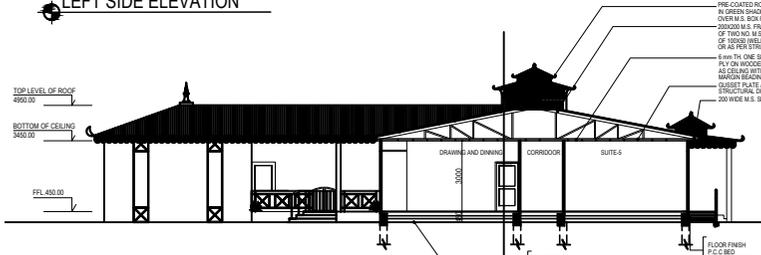
REST HOUSE CUM OFFICE AT TUMLINGTAR ARCHITECTURAL DRAWING SHOWING

FOUNDATION AND PLINTH BEAM DETAIL

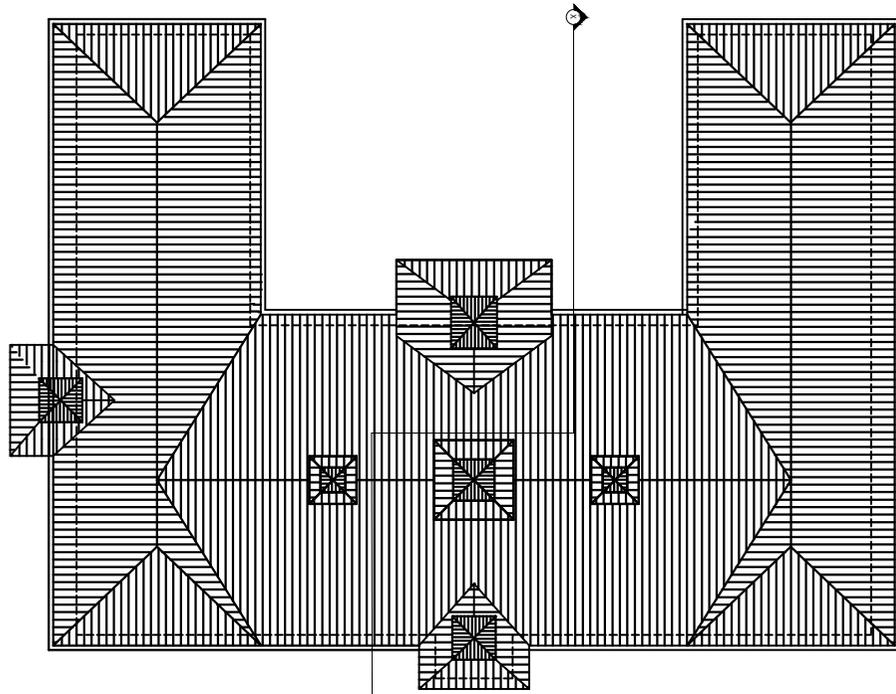
DEGN. AR. AJAY SHARMA	CHKD. AR. GOURI SOOD	REC'D. AR. V.P.S. JASWAL
DEALT AR. AJAY SHARMA	SUBM. AR. GOURI SOOD	
RB-AHEP-ARCH-03	JULY 2016	ID-ARCH-634



LEFT SIDE ELEVATION



SECTION -XX'



ROOF PLAN

SCHEDULE OF FINISHES						
SR NO	AREA	FLOOR/TREAD	DADO/SKIRTING/ WORK TOP	WALLS	CEILING/SLAB	REMARKS
1	RECEPTION LOBBY, CORRIDOR, PORCH	VITRIFIED TILES 600X600(VORY SHADE) (MINIMUM THICKNESS 5MM)	100mm HIGH SKIRTING TO MATCH FLOOR	ACRYLIC WASHABLE DISTEMPER ON GYPSUM PRIMER OR WALL CARE PUTTY (GIRLA OR EQUIVALENT)	8 mm TH. ONE SIDE TEAK PLY (STRAIGHT LINE) OF BEST COMMERCIAL QUALITY & OF REPUTED MANUFACTURER FIXED ON WOODEN BATTONS OF SIZE 30X30MM AT 600 mm C/C WITH 1ST CLASS TEAK WOOD MARGIN BEADING OF SIZE 38X38 @ 600 mm C/C	THE CEILING SHALL BE LACQUER POLISHED (MATT FINISH) POLISH MATERIAL SHALL BE OF BEST COMMERCIAL QUALITY & OF REPUTED MANUFACTURER
2	SUITE'S DRESS	VITRIFIED TILES 600X600(VORY SHADE) (MINIMUM THICKNESS 5 MM)	---	---	---	---
3	DRAWING & DINNING HALL	VITRIFIED TILES 600X600(VORY SHADE) (MINIMUM THICKNESS 5MM)	100mm HIGH SKIRTING TO MATCH FLOOR	---	---	---
4	KITCHEN	ANTI SKID TILES OF REPUTED MANUFACTURERS	---	---	---	---
5	TOILETS	600X600 MM ANTI SKID WHITE TILES OF REPUTED MANUFACTURERS (MINIMUM THICKNESS 9 MM)	WHITE GLAZED CERAMIC TILES (450X300) FROM WORKTOP TO 2100mm LVL. (MIN. 7.5 MM THICKNESS)	---	---	---
6	STORE	CEMENT CONCRETE FLOOR	100mm HIGH SKIRTING TO MATCH FLOOR	---	---	---
7	GYMNASIUM	VITRIFIED TILES 600X600(VORY SHADE) (MINIMUM THICKNESS 5MM)	100mm HIGH SKIRTING TO MATCH FLOOR	---	---	---
7	VERANDAH, STEPS & RAMP	ANTI SKID TILES (VORY SHADE)	100mm HIGH SKIRTING TO MATCH FLOOR	---	---	---

NOTE:  
 1. GREEN PREPARED SHEETS (MINIMUM 0.35MM THICK) & OF REPUTED MANUFACTURER SHALL BE USED AS ROOFING MATERIAL.  
 2. 100 MM THICK ROCKWOOL/GLASSWOOL (PACKED & SEALED IN POLYTHENE SHEETS) SHALL BE USED FOR INSULATION ABOVE CEILING.  
 3. ALL WALLS 75MM OR AS PER ACTUALS (ADOPTED TECHNOLOGY PRE FAB WALL PANEL THICKNESS).  
 4. INTERNAL WALLS 50MM OR AS PER ACTUALS (ADOPTED TECHNOLOGY PRE FAB WALL PANEL THICKNESS) ONLY FOR DOUBLE WALL IN TOILETS/WASHROOMS.

SPECIFICATIONS:

- NECESSARY BRICK FOUNDATION ARRANGEMENT UPTO FGL INCLUDING PLINTH BEAMS IN RCC M 20 CONCRETE SHALL BE PROVIDED TO SUPPORT THE STEEL STRUCTURE CONFORMING TO RELEVANT INDIAN STANDARDS ON THE BASIS OF SOIL INVESTIGATION AND SIZES OF HIGH TENSILE STEEL SECTIONS SHALL BE AS PER STRUCTURAL DESIGN REQUIREMENTS AND AS PER THE REQUIREMENT OF STRUCTURAL CONSULTANT, EIC INCHARGE AT SITE.
- THE PLINTH LEVEL SHALL BE MINIMUM 450 MM HIGH FROM THE FORMATION LEVEL i.e. HIGHEST GROUND LEVEL OF PLOT FOR STRUCTURE FILING IN THE PLINTH SHALL BE WITH MINIMUM 100 MM THICK PCC (1:1.5:10) OR 150 MM THICK COMPACTED SAND FILLING NECESSARY EARTH SHALL BE FILLED AND COMPACTED BELOW SAND LAYER.
- THE STEEL STRUCTURE FOR WALLS, ROOF, FLOOR, SHALL BE MADE OF HIGH TENSILE STEEL SECTIONS LIGHT GAUGE STEEL FRAME LIPPED C STEEL SECTIONS. THE SECTION WITH ZINC COATING OF 275 GSM AND STEEL YIELD STRENGTH OF 550 MPA CUSTOM DESIGNED AND FABRICATED IN FACTORY THROUGH FULLY AUTOMATED CNC CONTROLLED MACHINES TO SUIT THE REQUIREMENT OF CONCEALED WIRING SYSTEM WITH DIMPLES FOR FLUSH SCREW FIXING TO ASSEMBLE THE SECTIONS AT SITE AND SHALL BE AS PER STRUCTURAL DESIGN.
- PROPER USAGE OF CONNECTION ACCESSORIES LIKE HEAVY DUTY TENSION TIES, LIGHT DUTY HOLD-ONS, TWIST STRAPS (TO CONNECT TRUSS WITH WALL FRAMES) STRONG TIE, THE ROD H BRACKETS, BOXING SECTIONS, L-SHAPED ANGLES SHALL BE USED FOR BETTER STRUCTURAL STABILITY.
- THE STRUCTURAL STEEL IF REQUIRED (FOR STORAGE OF WATER TANK, ETC.) SHALL BE MADE OUT OF BUILT UP SECTIONS FROM HOT ROLLED PLATES CONFORMING TO ASTM-A-572 GRADE 50 (OR EQUIVALENT) WITH MINIMUM YIELD STRENGTH OF 345N/MM<sup>2</sup> S PER STRUCTURAL DESIGN.
- THE PRIMARY STEEL STRUCTURAL FRAME SHALL BE DESIGNED FOR LOADS AND LOAD COMBINATION AS PER INDIAN STANDARDS (LATEST REVISIONS) SUCH AS IS:875, IS:1893 & IS:800, IS:801, PER STRUCTURAL DESIGN OR.
- ALL WALLS SHOULD BE MADE WITH 75 MM SUPPLY AND FIXING OF 75MM THK. SOLID WALL PANELS OF SIZE 2400/2700/3000 MM LENGTH AND 600MM WIDE HAVING TONGUE & GROOVE JOINT SYSTEM FOR WALLS AND PARTITIONS WITH A DENSITY OF 780KG/CUM HAVING K VALUE : 0.21 W/MK, AXIAL LOAD/METRE WIDTH: 83 KN/M HAVING A FIRE RATING OF 120 MINUTES AND 36 DB SOUND INSULATION OR AS PER TYPICAL SECTIONAL DETAILS OF MANUFACTURERS / SUPPLIERS AS PER APPROVED TECHNIQUES OF PRE FAB STRUCTURES BY EIC AT SITE.
- THE PANELS ARE MADE OF TWO FIBRE REINFORCED CEMENT SHEETS ENCLOSING A LIGHT WEIGHT AERATED CONCRETE CORE COMPOSED OF CEMENT & BINDERS. THE FIBRE REINFORCED CEMENT SHEETS ARE CONFIRMING TO IS 13000, 1990 (WITH UPTO AMENDMENT TYPICAL PLACE). THESE PANELS NEED TO MEET TRANSVERSE LOAD & MODULUS OF RUPTURE REQUIREMENTS AS PER ASTM-E-298 & IS 2386 PART 4 OR AS PER TYPICAL SECTIONAL DETAILS OF MANUFACTURERS/SUPPLIERS AS PER APPROVED TECHNIQUES OF PRE FAB STRUCTURES BY EIC AT SITE.
- SUPPLY OF G 1 FLOOR CHANNEL OF 1MM THICK, 150 GSM G1 COATED AND SIZE 14X75X25MM AND CEILING CHANNEL OF 1MM THICK, 150 GSM G1 COATED AND OF SIZE 38X75X38MM.
- SUPPLY OF RESIN BASED GLUE MIXED WITH HARDENER (SMART BOND) FOR JOINTING TONGUE & GROOVE OF PREFABRICATED PANELS AND GLASS FIBRE REINFORCED MESH TAPE 16MM WIDE TO BE SURFACIALLY FITTED AT JOINT AND FINISHED WITH RESIN BASED JOINTING COMPOUND 100MM WIDE.
- THE ROOF SHALL BE MADE OUT OF HOT DIP GALVANIZED, COLOR COATED CORRUGATED GALVALUME 0.3TCT, CONFIRMING TO IS:1513 AND ASTM A792M/A51397 WITH AN UNDER DECK INSULATION OF 75MM THICK GLASS WOOL OF DENSITY 16KG/M3 WITH ALUMINIUM FOIL BACKING AND COMPLETE WITH GUTTERS AND DOWN TAKE PIPES ALONG WITH FLASHING AND TOP CAP OF REQUIRED SIZE AND COLOUR COMPLETE WITH ALL NECESSARY HARDWARE OR AS PER TYPICAL SECTIONAL DETAILS OF MANUFACTURERS/SUPPLIERS AS PER APPROVED TECHNIQUES OF PRE FAB STRUCTURES BY EIC AT SITE.
- PLUMBING AND INSTALLATION REQUIREMENTS ARE APPLIED THROUGH WALL AND JOIST SPACES ALL PLUMBING WORKS ARE TO BE CARRIED OUT AS PER THE DESIRED PLUMBING SPECIFICATIONS.

SCHEDULE OF JOINERY:				
TYPE	WIDTH	HEIGHT	ELEVATION	DESCRIPTION
D	1500	2550		<b>D,D1:</b> DOUBLE SHUTTER, PIVOTED DOOR IN HOLLOW ALUMINIUM IVORY COLOUR POWDER COATED FRAME, STYLE, HALF GLAZED HALF PANNELED WITH 12MM TH. BOTH SIDE PRE LAMINATED BOARD WITH FIXED VENT AS PER ELEVATION.
D1	1500	2100		
D2	1000	2100		<b>D2:</b> SINGLE SHUTTER, PIVOTED DOOR IN HOLLOW ALUMINIUM IVORY COLOUR POWDER COATED FRAME, STYLE, HALF GLAZED HALF PANNELED WITH 12MM TH. BOTH SIDE PRE LAMINATED BOARD AS PER ELEVATION.
D3	750	2100		<b>D3:</b> SINGLE SHUTTER, SIDE HUNG DOOR IN HOLLOW ALUMINIUM POWDER COATED FRAME, STYLE, FULLY PANNELED WITH 12MM TH. BOTH SIDE PRE LAMINATED BOARD AS PER ELEVATION.
DW4	2700	2550		<b>W1, W3, DW1:</b> FULLY GLAZED WINDOW IN HOLLOW ALUMINIUM POWDER COATED FRAME, STYLE, WITH FIXED VENTS AND OPENABLE GLAZED AND FLYMESH SHUTTERS AS PER ELEVATION. (PROVISION OF EXHAUST FAN IN CASE OF W3 IN KITCHEN)
W1	1500	2550		
DW1	1500	2550		
W2	600	2550		<b>W2:</b> FULLY GLAZED FIXED WINDOW IN HOLLOW ALUMINIUM POWDER COATED FRAME AS PER ELEVATION.
W3	1500	2550		
V	1200	450		<b>V:</b> FULLY GLAZED VENT IN HOLLOW ALUMINIUM POWDER COATED FRAME, STYLE, WITH OPENABLE GLAZED AND FLYMESH SHUTTERS WITH FROSTED GLASS AND EXHAUST FAN AS PER ELEVATION.

THIS DRAWING SUPERSEDES DRG. BEARING NO. ID-ARCH-633

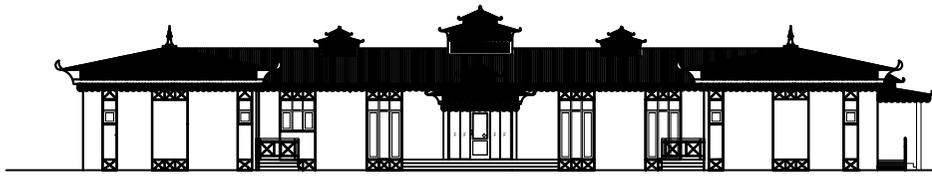
SCALE: 1:100

**SJVN LIMITED**  
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 ARCHITECTURE CELL, O/O GENERAL MANAGER (CD)

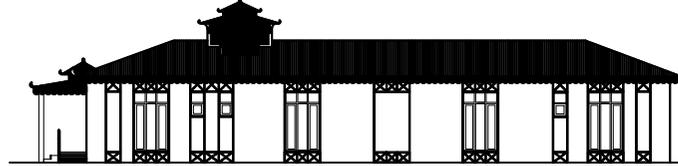
**ARUN III HYDRO ELECTRIC PROJECT**

REST HOUSE CUM OFFICE  
 AT TUMLINGTAR  
 ARCHITECTURAL DRAWING SHOWING

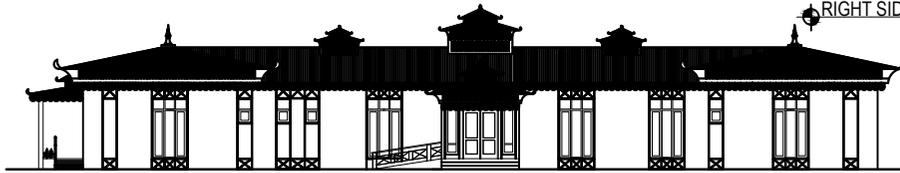
PLANS, ELEVATIONS, SECTIONS, SCHEDULE OF JOINERY & FINISHES			
DEGN. अभिकल्पित ALAY SHARMA TWINKLE VERMA	CHKD. सर्वोचित GORI SOOD	REC'D. संस्तुत V.P.S. JASWAL	
DEALT रखाकित TWINKLE VERMA	SUBM. परस्तुत REETA PATHAK	APPD. अनुमोदित ID-ARCH-636	
RB-AHEP-ARCH-05	JULY, 2016		



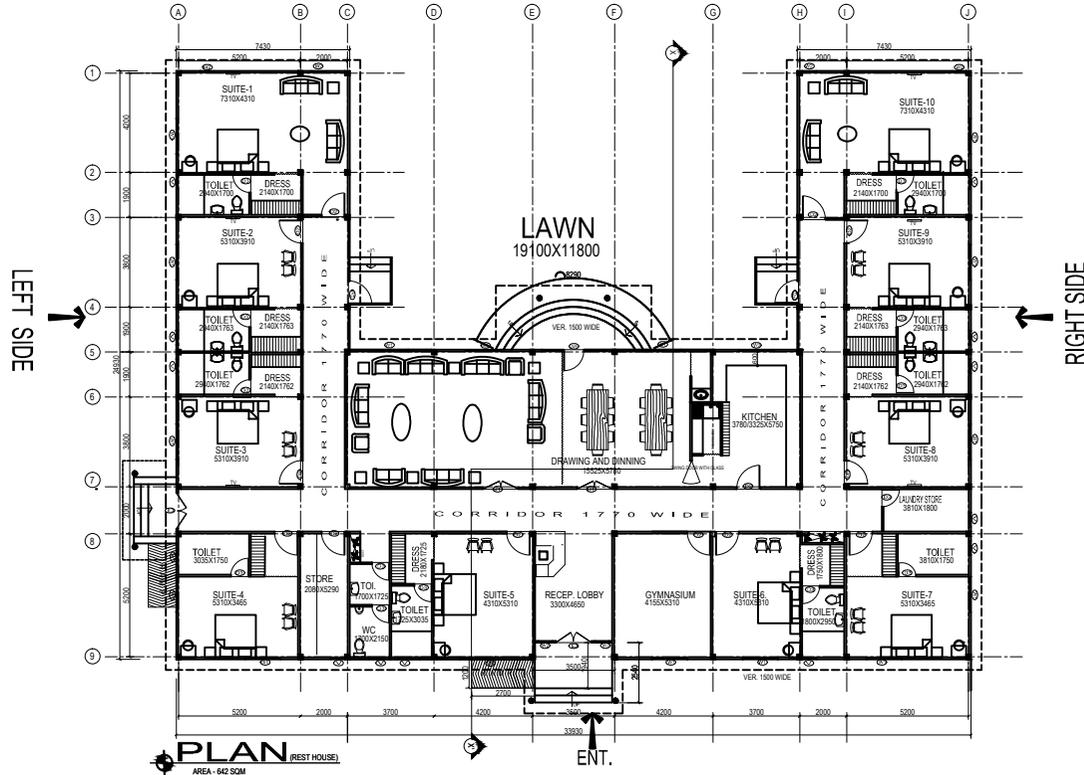
REAR ELEVATION



RIGHT SIDE ELEVATION



FRONT ELEVATION



PLAN (REST HOUSE)  
AREA - 642 SQM

**NOTE:**

1. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE MENTIONED. ONLY WRITTEN DIMENSIONS SHALL BE FOLLOWED. NO DIMENSION SHALL BE SCALED.
2. 5mm TH. CLEAR GLASS OF REPUTED MANUFACTURERS FOR GLAZING IN DOORS, WINDOWS/VENTS SHALL BE USED.
3. EXTERIOR ACRYLIC EMULSION PAINT OF BEST COMMERCIAL QUALITY SHALL BE USED FOR ALL EXTERIOR SURFACES AS PER COLOUR SCHEME IN SEPARATE DRAWING.
4. TILES SHALL BE OF BEST COMMERCIAL QUALITY AND OF REPUTED MANUFACTURERS AS PER RELEVANT I.S. CODE.
5. TILES SHALL BE FREE FROM CRACKS AND HAPHAZARD PATTERN AND FINISHED SURFACE SHALL BE SMOOTH.
6. THE E.I.C. SHOULD INFORM ARCHITECT CELL O/GM (CIVIL DESIGN) IN CASE OF ANY DISCREPANCY NOTICED IN THESE DRAWINGS.
7. FIXING ARRANGEMENT OF PRE-COATED ROOFING SHEETS SHALL BE AS PER INSTRUCTIONS OF MANUFACTURER. PRE-COATED ROOFING SHEETS SHALL BE OF BEST COMMERCIAL QUALITY & OF REPUTED MANUFACTURERS.
8. ALL BUILDING WORKS MATERIALS TO BE USED IN THE CONSTRUCTION OF THIS BUILDING SHALL CONFORM TO RELEVANT I.S. CODE/ STANDARD PRACTICES OF REPUTED MANUFACTURERS.
9. MODULAR SWITCHES WITH METAL BOXES OF WHITE/IVORY SHADE OF BEST COMMERCIAL QUALITY AND OF REPUTED MANUFACTURERS SHALL BE USED FOR ELECTRICAL POINTS.
10. THIS BUILDING SHALL BE CONSTRUCTED AS PREFABRICATED STRUCTURE OR ANY OTHER PRE FAB TECHNOLOGY AS APPROVED BY EIC SAPDC. THOUGH THE BROAD SPECIFICATIONS HAVE BEEN PROVIDED BUT THE SIZES, THICKNESS, SPANS OF THE WALLS, FLOOR, AND ROOF MAY VARY AS PER THE SPECIFICATIONS OF MANUFACTURERS OR STRUCTURAL REQUIREMENTS.
11. EVEN IF THERE ARE CHANGES IN STRUCTURAL MEMBERS OF THE BUILDING, LAYOUT SHALL BE STRICTLY FOLLOWED BY THE MANUFACTURER/SUPPLIER/VENDOR.
12. ALL ACCESSORIES (IN CASE OF SOLID WALL PARTITION) AS REQUIRED SHALL FORM TO BE PART OF THE STRUCTURE i.e. FLOOR CHANNELS, CEILING CHANNELS, SELF EXPANSION SCREENS (N/B) FOR F.O. AND C.C., FIBRE MESH TAPE, JOINTING COMPOUNDS ETC. AND LAYING PROCEDURE OF THE MANUFACTURER SHALL BE STRICTLY FOLLOWED AS STANDARD PROCEDURE. ALL SERVICES SHALL BE CONCEALED IN THE WALL PANELS i.e. ELECTRICAL, PLUMBING & WATER SUPPLY (THESE SHALL BE CONCEALED USING THE FALSE WALL).
13. THE THICKNESS OF THE SOLID PARTITION WALL SHALL BE MINIMUM 50MM OR 75MM THICK DEPENDING UPON STRUCTURAL REQUIREMENT OR AS PER STANDARDS, WITH DENSITY OF 780KG/M3 OR 720KG/M3. THERMAL CONDUCTIVITY OF 0.22 OR 0.21 RESPECTIVELY WITH WATER / TERMITE RESISTANCE & SOUND INSULATION OF 37 DB IN CASE OF 75MM THICKNESS AND FIRE RATING OF 1 HOUR.
14. THE INTERNAL DIMENSIONS OF THE ROOMS ARE BASED ON WALL THICKNESS TAKEN AS 75MM/50MM AS PER DRAWING. IN CASE OF DIFFERENT WALL THICKNESS ADOPTED BY EIC SAPDC, THE INTERNAL DIMENSION WOULD CHANGE & NEED TO BE MODIFIED. HOWEVER THE CENTER LINE OR PLINTH BEAM LAYOUT WOULD REMAIN FIXED IN ALL CIRCUMSTANCES.
15. BEFORE THE COMMENCEMENT OF CONSTRUCTION THE ARCHITECTURAL WORKING DRAWING NEEDS TO BE ISSUED BY THIS DEPARTMENT.
16. THE WASH ROOM WALLS NEEDS TO HAVE DOUBLE WALLS WITH GAPS TAKING INTO CONSIDERATION HIDING OF PLUMBING PIPES FOR EWC & WB.
17. FOR BETTER SOUND INSULATION IN THE REST HOUSE IT IS PROPOSED THAT ALL THE WALLS INCLUDING WASH ROOM SHALL BE MINIMUM 75MM THICKNESS. THE ADDITIONAL WALL REQUIRED IN THE WASH ROOM FOR HIDING PLUMBING SHALL BE OF 50MM THICKNESS AS PER APPROVED TECHNIQUES OF PRE FAB STRUCTURES BY EIC AT SITE.

AREA STATEMENT:  
GROUND FLOOR AREA OF REST HOUSE

646.25 SQM

THIS DRAWING SUPERSEDES DRG. BEARING NO. ID-ARCH-633

SCALE: 1:100



**SJVN LIMITED**

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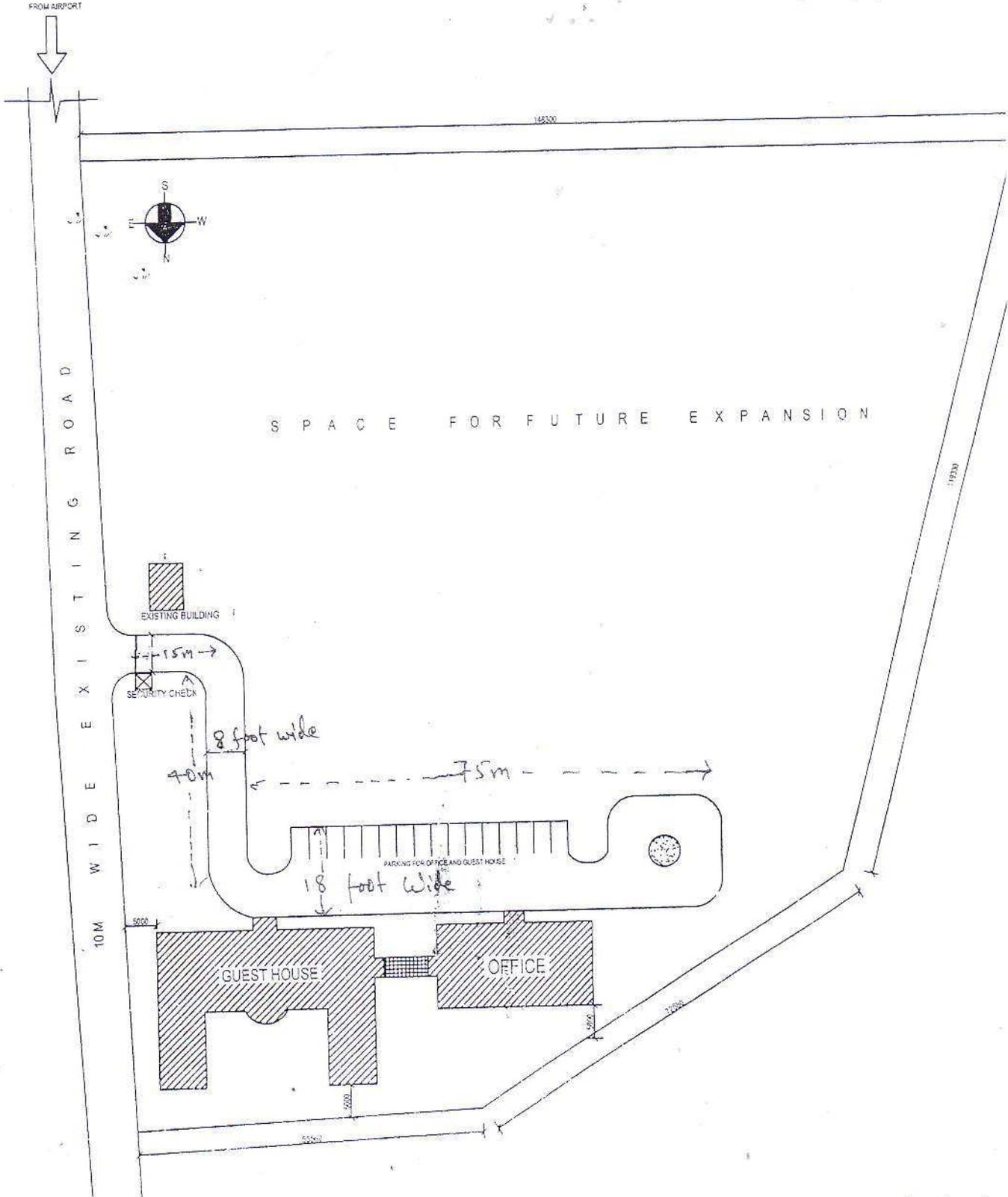
ARCHITECTURE CELL, O/G GENERAL MANAGER (CD)

**ARUN III HYDRO ELECTRIC PROJECT**

**REST HOUSE  
AT TUMLINGTAR**  
ARCHITECTURAL DRAWING SHOWING  
PLANS, ELEVATIONS, SECTIONS, SCHEDULE OF JOINERY & FINISHES

DEGN. अभिकल्पित AJAY SHARMA TWINKLE VERMA	CHKD. समीक्षित GORI SOOD	RECM. संस्तुत V.P.S. JASWAL
DEALT रखाकित TWINKLE VERMA	SUBM. परस्तुत REETA PATHAK	APPD. अनुमोदित ID-ARCH-635
RB-AHEP-ARCH-04	JULY, 2016	

CL-49



SITE PLAN OPTION-II

Area in sq. foot for Path and Parking spc

Manager (Civil)  
Sjm Arun, Pover Development  
Khandari, Dist. S...

Path	56 x 3.256 x 8
Parking lot	75 x 3.256 x 18

$$Sqm = \frac{5854}{10.76} = 544.05 \text{ sq}$$
 By *DM*