

Dated: 15.02.2024

Notice No. : WAP/POW/NIT/NEPAL/ADB/FS/GeoTech/2024/01

WAPCOS LIMITED

(A Government of India Undertaking)

Ministry of Jal Shakti, Government of India.

Ground Floor, Plot 62, Sector 18

Gurugram, Haryana – 122015

NOTICE INVITING TENDER (NIT)

For and on behalf of WAPCOS Limited, invites item rate tender two bid system (Technical bid and financial bid) from experienced reputed, technically and financially competent bidders for the under mentioned work:

Sub: Notice invitation for an Agency to carry out Geotechnical investigations along the transmission line routes and associated Substations in Nepal.

Time Frame For Submission of Tender Documents			Date	Time
1.	Dates of Online Publication (D.O.P) of Tender Documents on WAPCOS' portal		15th February, 2024	
2.	Dates of Tender Document to be available for Download	Start	15th February, 2024	
		End	07th March, 2024	
3.	Deadline for seeking further information/ clarifications through email		27th February, 2024	
4.	Deadline of Submission of hardcopies of bids		07th March, 2024	16:00 Hrs
5.	Time and Date for Opening of Technical Bid		07th March, 2024	17:00 Hrs
6.	Time and Date for Opening of Financial Bid		Will be communicated online after technical evaluation	

1. A complete set of NIT documents may be downloaded by interested bidders from the above website. The bidders must pay non - refundable Tender Fee of Nepalese Rupees 10,000 (Ten Thousand only) in the form of payment to WAPCOS' Bank Account on or before the deadline fixed as above.

2. Bidders must pay Earnest Money Deposit (EMD) for **NPR 75,000** along with the bid in the form of payment to WAPCOS' Bank Account on or before the deadline fixed as above.
3. The EMD will be returned (without interest) to the bidders, within the 30 days, after the signing of the contract.
4. For payment for both Tender Fee and Earnest Money Deposit (EMD), the amount must be transferred to the following account:

Name of the beneficiary: WAPCOS Limited

Name of the bank: Nepal SBI Bank Limited

Bank Account Number: 21725240200297

Bank SWIFT: NSBINPKA

Address of Bank : Gaushala, Kathmandu

The transaction receipt for the same shall be submitted in hardcopy and emailed at the mentioned address on or before the deadline.

5. Bidding will be conducted via offline competitive bidding procedures with two bid system (Technical bid and Financial bid) specified in the NIT. The Bidder shall have satisfactory experience and position as stipulated in bidding documents under clause of eligibility and qualification requirements and submit corresponding documentary evidences.
6. Interested eligible bidders may obtain further information at the mentioned email address.
7. WAPCOS Limited will award contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents, has secured the minimum qualifying marks during Technical Evaluation and ranked first in Least Cost Selection (LCS) method during Financial Evaluation.
8. Accepting Authority reserves the right to accept or reject any or all of tender documents without assigning any reason whatsoever.
9. In the event of any of the above mentioned tender opening date being declared as a holiday/ closed day for the purchase organization, the tenders will be opened on the next working day at the same appointed time.
10. Bidder should prepare the EMD as per the instructions specified in the tender document. An attested/stamped hardcopy of payment receipt should be posted/couriered/given in person to the concerned official, latest by the last date & time of bid submission or as specified in the tender documents.

11. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the Financial Bid has been given as a standard BoQ format with the tender document, then the same is to be filled by all the bidders. No other cells should be changed. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
12. The Bidder should submit hardcopies of payment receipts for Tender Fee & EMD put in one envelope, hard copy of all documents as required in other envelopes, before the due date & time of opening Bids or as indicted in the tender documents.
13. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority or the relevant contact person indicated in the tender.
14. **The bidder needs to provide both Technical and Financials Bids in sealed envelopes separately and send to the mentioned address before the deadline.**
15. The above particulars may be changed due to Administrative or any other reason and shall be available at website. Therefore, bidders are requested to visit WAPCOS' tenders portal frequently for any changes in the above.

Postal Address/ Physical Address:

Mr. M. Manoj Kumar
Chief Engineer (T&D)
WAPCOS Limited
Plot 62, Ground Floor,
Sector 18, Gurugram, Haryana – 122015
Ph: 0124-2340425
Email: manojkumar-electrical@wapcosindia.com,

1.0. INTRODUCTION

WAPCOS Limited is a “MINI RATNA” Public Sector Enterprise under the aegis of the Union Ministry of Jal Shakti, Government of India. The company was incorporated on June 26th, 1969 under the Companies Act, 1956, and has been providing consultancy services in all facets of Water Resources, Power and Infrastructure Sectors in India and Abroad.

WAPCOS has been awarded a Project by Nepal Electricity Authority (NEA) for Power Transmission System Planning and Feasibility Studies for the projects up to 2050 in major cities of Nepal.

WAPCOS has proposed to hire an experienced firm to carryout Geotechnical investigations along the transmission line routes and associated Substations in Nepal.

2.0. BRIEF DETAILS OF PROJECT

Nepal is a developing country and urbanization as well as industrialization is rapidly increasing. The energy consumption is increasing at a very high pace in the cities. Power generation and transmission is also growing accordingly. Nepal Electricity Authority (NEA) is responsible for managing power generation, transmission and distribution in Nepal under Ministry of Energy. Following the end of load shedding, Nepal Electricity Authority (NEA) is making all efforts on supplying quality and reliable electricity supply at affordable price to its consumers. NEA is also initiating the demand drive programs to increase electricity consumption as such the energy generated from the hydropower plants throughout the country wouldn't spill and be used efficiently. Existing capacity of transmission lines and substations in the city areas will not be sufficient to meet the growing energy demand and peak demand in the future which lead to upgrade the capacity of existing transmission lines and substations as well as to plan and construct new transmission lines and substations in different phases.

In support of the Government of Nepal's (GoN) energy development goals, the Asian Development Bank (ADB) has provided grant assistance under Project Preparatory Facility for Energy (PPFE) which will support for Power Transmission System Planning for the year of 2050 (A.D.) including the Feasibility Study and Project Preparation of Transmission System Expansion for the major cities of Nepal. Nepal Electricity Authority (NEA) is the implementing agency for this part of PPFE.

In this regard, NEA has signed a contract with WAPCOS Limited to provide a consultancy services to carry out power system planning and detailed feasibility study under the captioned project.

3.0. TIME PERIOD

The estimated duration of the Completion of Project is two (2) months from the effective date of contract. Contract will be effective from the date of signing of contract and works will be commenced by the successful bidder within 10 days from the date of signing of contract. In case of not commencing the works within the stipulated duration, the performance security given by the successful bidder, may be forfeited by WAPCOS. The Contractor will provide its services till the completion of Project works i.e. upon the receipt of "Completion Certificate" from WAPCOS to the selected agency and till the NEA's approval of reports submitted by the selected agency, whichever is later. The incorporation of any observations/comments for acceptance of the reports by WAPCOS/NEA/ the funding agency or any other authority will be under the scope of services of the selected local agency.

4.0. APPROACH AND METHODOLOGY

To complete the geotechnical investigations (soil investigations), Bidder has to depute multiple teams (at least 3 number teams) in parallel to different sites spread over different cities across Nepal to complete the project in stipulated time period. The bidders shall be required to submit with the technical bid an approach & methodology to be adopted during execution of project so as to complete all activities within stipulated time period. In the said methodology, the deputation plan and work plan shall also be submitted. These details shall be considered in the evaluation of bids.

5.0. WORK TO BE CARRIED OUT UNDER THE PROJECT:

5.1. Scope

The project sites for the transmission lines and substations are spread over 20 major and their adjacent cities of Nepal under 7 no. clusters as given below:

Sl. No.	Allocated Area	Approx. Number of Locations
1.	At Substation sites in & around Kathmandu Valley, Cluster-1.	20

Sl. No.	Allocated Area	Approx. Number of Locations
2.	Along the approved Transmission Line routes in & around Kathmandu Valley, Cluster-1	12
3.	Along the approved transmission line routes in & around Biratnagar, Itahari, Dharan, Biratchowk and adjacent cities, Cluster-3	12
4.	Along approved transmission line routes in & around Janakpur and Bardibas cities, Cluster-4	4
5.	Along approved transmission line routes in & around Hetauda, Simara, Parwanipur and Birgunj cities, Cluster-5	11
6.	Along approved transmission line routes in & around Butwal, Bhairahawa and Sunawal cities, Cluster-6	10
7.	Along approved transmission line routes in & around Nepalgunj and Kohalpur cities, Cluster-7	6
	Total Locations	75

The above mentioned number of locations is indicative and might change during the execution of works as per requirement and instructions of WAPCOS without any cost & time implications for WAPCOS/NEA. The details of locations may be provided by WAPCOS in piecemeal i.e. not all locations may be provided at the same time.

The complete field work of geotechnical investigation shall be carried out under the supervision of a Graduate Civil Engineer having done graduation in Civil Engineering/Geotechnical Engineering and having not less than seven years of work experience in carrying out geotechnical investigations for similar projects. All laboratory tests on soil samples shall be conducted and the report of Geotechnical/Soil Investigation shall be prepared under the supervision of a Graduate Civil Engineer having done graduation in Civil Engineering/Geotechnical Engineering and having not less than ten years of work

experience in in similar works. The geotechnical/soil investigation report shall also be certified by him.

5.2. Geotechnical Investigations Along The Transmission Lines Routes and sub-stations

Soil Investigations along the proposed substation and transmission line route, shall be carried out at locations proposed by the Project Manager of WAPCOS or change of strata and identified substation locations.

For selected transmission lines and substations, the scope of work includes detail soil investigations at Tower/Monopole locations and substation sites up to a depth 10m below ground level by drilling bore holes, conducting Standard Penetration Tests (SPT), collection of disturbed & undisturbed soil/rock samples from various depths and for conducting all necessary laboratory tests on collected soil samples for determining various engineering properties of soil/rock required for classification and design of foundations for Tower/Monopole/Substation.

A. Standard Penetration Test (SPT):

- (i) Boring 150mm Dia. Borehole by Hand Augur or Powered Augur upto a depth of 10m below Ground Level and carrying out SPT and at prescribed depths collection of soil samples as given below;
- (ii) SPT shall be conducted in boreholes at an interval of 3m (i.e. at 1.5m, 4.5m, 7.5m & 9.5m depths below ground level) in boreholes in all types of soil/rock deposits encountered within a borehole in accordance with IS: 2131;
- (iii) Undisturbed Soil Samples shall be collected from boreholes from depths 1.0m, 4.0m, 7.0m & 9.0m;
- (iv) Disturbed Soil Samples shall be collected from thin tube sampler of SPT Equipment from various depths;
- (v) SPT shall be carried out by driving a standard split spoon sampler in the bore hole by means of a 650N hammer having a free fall of 0.75 m. The sampler shall be driven into soil/rock strata for 450mm using the hammer and recording the nos. of blows for every 150mm penetration. The number of blows required for the last 300mm penetration shall be reported as 'N' value.
- (vi) This test shall be discontinued when the blow count is equal to 100 or the penetration is less than 25 mm for 50 blows. At the level where the test is discontinued, the number of blows and the corresponding penetration shall be reported.

B. Laboratory Tests:

The necessary laboratory tests on soil samples shall be carried out to determine the following engineering properties of soils encountered along the transmission line route: The laboratory tests on soil samples shall include but not limited to:

- (a) Particle Size Distribution of soil samples by Sieve Analysis and Hydrometric Analysis including determining the percentage of contents of gravel, sand, silt & clay and carrying out Soil Classification as per unified soil classification system;
- (b) Bulk Unit Weight, Dry Unit Weight and Submerged Unit of Soils;
- (c) Natural Moisture Content of Soil Samples;
- (d) Atterberg's Limits i.e. Liquid Limit, Plastic Limit and Plasticity Index;
- (e) Shear Parameters of Soil (i.e. Cohesion & Angle of Friction) by conducting appropriate shear tests on undisturbed soil samples;
- (f) Optimum Moisture Content and 90% & 95% Proctor's Dry Densities of soil;
- (g) Estimation of Safe/Allowable and Limiting Bearing Capacities of Soil/Rock at following depths below ground level:
 - 2.5m & 3.0m depth below GL for Transmission line on Monopoles.
 - 2m & 2.5m depth below GL at GIS sub-stations.

C. Estimation of Safe/Allowable and Limiting Bearing Capacities of Soil/Rock:

The safe/allowable as well as Limiting Bearing Capacities of soil shall be estimated based on shear failure criteria as well as settlement criteria using engineering properties of soil determined by conducting tests on soil samples in the laboratory and also using the results of Standard Penetration Tests. The soil bearing capacity shall be estimated at prescribed depths below ground level and for specified widths of foundations.

D. Geotechnical Investigation Report

Geotechnical Investigation Report shall be prepared by the selected local agency for all locations where geotechnical investigations have been carried out along with submission of the required hard-copies (2 copies for NEA and 1 copy for WAPCOS) as well as in soft copy, and getting the approval from NEA and WAPCOS. The report shall include the following information as well as all other necessary supporting details, tables, graphs, analysis and sample calculations;

- (a) General geological information of the region, field observations and results of laboratory tests, conclusions and recommendations for soil parameters to be adopted based upon investigation carried out at specified locations;
- (b) Results of Field & Laboratory Tests;
- (c) Log of Boreholes containing N-Values, Soil Classification; Percentage Content of Gravel, Sand, Silt & Clay in soil samples; Atterberg Limits, Bulk/Dry/ Submerged Unit Weights of Soil, Cohesion and Angle of Friction of Soil etc. at various depths below ground level;
- (d) Safe/Allowable and Limiting Bearing Capacities of Soil/Rock for foundation widths of 3.0m, 4.0m, 5.0m, 6.0m, 7.0m & 8.0m with sample calculations of bearing capacity based on shear failure criteria and settlement criteria at following depths:
 - 2.5m & 3.0m depth below GL for Transmission line.
 - 2m & 2.5m depth below GL at sub-stations.
- (e) Optimum Moisture Content and 95% & 90% Protector's Dry Densities;
- (f) Recommendations for Dry & Submerged Unit Weights of Soil, Shear Parameters of Soil and Allowable & Limiting Bearing Capacity of soil;
- (g) Recommendation for the depth of Water Table below Ground Level considering the depth encountered during investigation;
- (h) Recommendations for Type of Foundation;
- (i) Any other relevant information, recommendation or precautions for the design and construction of tower foundation.
- (j) If required by the WAPCOS/NEA, the Contractor shall depute his concerned engineers responsible for field investigation works and preparation of reports for discussions and furnishing clarifications.

5.3. Slope Stability Studies:

For a limited number of locations, Slope Stability Studies may also be needed to be carried out as per applicable national/international standards and existing practices as approved by Nepal Electricity Authority.

5.4. Field quality plan:

A standard Field Quality Plan shall be submitted by the selected bidder after award of the project and get it approved by WAPCOS. This approved field quality plan shall be followed at Site for carrying out the survey.

5.5. Progress report:

The contractor shall prepare and submit progress report in three copies every week to WAPCOS without fail indicating status all the activities mentioned in the bidding document, methodology adopted for surveying and instruments including deployed staff working on the site and difficulties encountered during execution of the work etc.

The submission of such reports and review thereof by WAPCOS shall not be deemed to absolve the successful bidder of his responsibility of timely completion of the assignment as per the time schedule indicated.

6.0. QUALIFYING CRITERIA

The Bidder should fulfil the following minimum qualifying criteria:

- a) The bidder should be registered and incorporated in Nepal. The supporting documents will be in the form of copies of registration certificate, Tax and VAT certificates and Tax clearance certificates etc.
- b) The bidder should have minimum experience of 7 (seven) years in the field of geotechnical/soil investigations and completed:

- Minimum 1 no. of project for geotechnical/soil investigations for power transmission lines/substations within Nepal costing not less than 80% of the estimated cost of this project. (The estimated cost of the project is NPR 75, 00, 000 excluding local VAT)

Or

- Minimum 2 nos. of project for geotechnical/soil investigations for power transmission lines/substations within Nepal of work order value each not less than 50% of the estimated cost of this project.

Or

- Minimum 3 nos. of project for geotechnical/soil investigations for power transmission lines/substations within Nepal of work order value each not less than 40% of the estimated cost of this project.
- c) The Agency should have minimum 3 no. of full time experts with experience in geotechnical/soil investigations for power transmission lines/substations. The supporting documents will be in the form of copies of Undertaking Letter, Salary Slip etc.

- d) The bidder should have an average annual turnover of more than NPR 37, 50, 000 from last three consecutive financial years. Supporting documents must be submitted regarding the same duly certified by Chartered Accountant (CA) or equivalent. The CA must provide its UDIN number in r/o Certificates issued.
- e) The Agency should not have incurred any loss in more than 2 years in last 5 years financial years. The supporting documents will be in the form of copies of Profit after Tax attested by the independent Chartered Accountant and Audited Balance Sheet for last 5 financial years ending last financial year etc. The CA must provide its UDIN number in r/o Certificates issued.
- f) The bid submissions from association/consortium/joint venture (JV) are not allowed.
- g) The Blacklisting Policy of the company is available on official website of WAPCOS Limited. The bidder/tenderer/consultant/contractors have to mandatorily furnish an undertaking addressing the same to Engineer-in-charge in the form of certificate to abide the contents of Blacklisting Policy. The format for undertaking is provided at Annexure A. Any action in violation of the Blacklisting Policy or to the certificate furnished shall result in cancellation of the tender at the stage before or after the award of work.
- h) Bidders are requested to furnish a duly signed checklist clearly indicating the page nos. of the supporting documents towards meeting each item of the qualification requirement.

7.0. TECHNICAL BID EVALUATION CRITERIA

S.No	Evaluation Criteria	Maximum Marks
1	Company should have minimum experience in providing services in the field of Geotechnical/Soil investigations (documentary evidence of successful completion of project to be submitted along with bid). Three Projects – 7 marks Six Projects – 15 marks	15
2	Have experience of successful completion of Geotechnical/soil investigations for 132kV and above transmission lines, substations: 1. Geotechnical/Soil Investigations by SPT method up to 600 running	30

	<p>meter – 10 marks</p> <p>2. Geotechnical/Soil Investigations by SPT method more than 600 running meter up to 900 running meter – 10 marks (in addition to point 1 above)</p> <p>3. Geotechnical/Soil Investigations by SPT method more than 900 running meter – 10 marks (in addition to point 1 &2 above)</p>	
3	<p>Average turnover of the company for the last three consecutive years:</p> <p>a. Less than NPR 30 lacs – 05 marks</p> <p>b. More than NPR 30 lacs and less than NPR 40 lacs – 07 marks</p> <p>c. More than NPR 40 lacs – 10 marks</p>	10
4.	<p>Understanding of the project and Methodology to be adopted for execution of the project to complete with in time period including work schedule.</p>	30
5.	<p>CV's of proposed staff</p> <p>CV's of 3 no. Graduate Civil/Geotechnical Engineers for site works: 2.5x3=7.5 marks</p> <p>CV's of 3 no. Graduate Civil/Geotechnical Engineers for laboratory works and report preparation: 2.5x3= 7.5 marks</p> <p>For each CV, weightage is given below:</p> <p>Qualification: 40%</p> <p>Relevant experience : 40%</p> <p>Experience in addition to minimum required years of work experience (considered maximum up to 10 years): 2x10 = 20%</p>	15
	GRAND TOTAL	100

NOTE:

1. The bidders who do not meet the minimum qualifying criteria as per Clause 6.0 shall not be considered for further evaluation.
2. The Financial Bid of the bidders scoring less than 70 marks in Technical Bid Evaluation shall not be considered for the Financial Bid opening.
3. The bidder should be capable of organizing any other related works and shall be responsible for the completion of entire project.
4. The details of specific experience in a project shall be accompanied with a valid completion certificate of the project from the respective client mentioning project value and time period. Only those projects will be considered for the technical evaluation for which the required such completion certificate have been submitted with the Technical Bid.
5. For the project executed by the bidder in association, joint ventures etc., the bidder's exact share of project value with valid supporting documents shall be required to be submitted in Technical Bid.

8.0. AWARD CRITERIA

After the evaluation of the Technical proposal, the Financial Proposal of those tender will be opened whose Technical Proposal achieved a minimum score of 70%. The contract will be awarded to the bidder based upon Least Cost Selection (LCS) method.

9.0. TERMS OF PAYMENT AGAINST DELIVERABLES

Payment shall be released to the bidder against certification by authorized representative of WAPCOS after affecting the necessary deductions if any. The Terms of Payment is as follows:

Payment against Geotechnical/Soil Investigations:

S.N No.	Description of Deliverables	Payment
1.	Advance to be paid after submission of equivalent unconditional Advance Payment Guarantee in the given format (Annexure-5). Advance will be deducted proportionately from each payment until same is fully repaid.	10 % of the contract amount
2.	On approval of the Geotechnical/Soil Investigations Report by WAPCOS and NEA, with all reports being prepared and submitted by the selected bidder	100% of the actual quantity executed*

Payment against Slope Stability Studies:

S.N No.	Description of Deliverables	Payment
1.	On Approval of the Slope Stability Studies Report by WAPCOS and NEA, with all reports being prepared and submitted by the selected bidder	100% of the actual quantity executed*
*5 % amount will be retained from payments for each deliverables as Retention Money and the same will be released by the Employer to the contractor after 6 months of satisfactory completion of the complete project within the stipulated time period. The effective date of completion of selected agency's services will be the date of issuance of a Completion Certificate from WAPCOS to the selected local agency.		

1. The selected Agency shall acknowledge that under the forthcoming Contract Agreement, WAPCOS is only working as intermediary between Nepal Electricity Authority (NEA) being Principal Employer/Client and selected Agency. For the Geotechnical Investigations and Slope Stability Studies to be carried out under the contract between NEA and WAPCOS, payment will be released by NEA to WAPCOS only after approval of Geotechnical Investigations & Slope Stability Studies Report. Thus selected Agency shall unconditionally acknowledge that all the payments under the forthcoming Contract Agreement shall be made proportionately by WAPCOS to the selected bidder only on back to back basis i.e., subject to receipt of payment from NEA being Principal Employer/Client. The selected Agency shall also unconditionally agree that in the event the corresponding payment or part thereof, under the forthcoming Contract Agreement is not received from NEA, then WAPCOS &/or any of its Employee/Officer shall not be responsible to pay any amount to selected Agency. The said condition shall supersede any and all other conditions of the forthcoming Contract Agreement between the parties”.
2. The bid price must include each & every expense. Nothing additional will be paid by WAPCOS. The proposal should be all inclusive.
3. The quoted unit price against each item shall include mobilisation, demobilisation cost including but not limited to vehicle, fuel, driver, maintenance, any other mode of travel, boarding, lodging of its staff/workers, equipment, communication, internet etc. also for all respective locations along with all other costs for successfully carrying out the scope of works under this bidding document.

4. For verification and supervision of the works carried out by the selected agency, WAPCOS's In-charge /representative shall have the right to accompany comfortably in the selected agency's vehicle without any cost implications for WAPCOS.
5. The selected bidder shall make its own arrangements for water, electricity, fuel or any other resource required for successful completion of the project and the quoted unit price against each item shall include all of such costs.
6. Any kind of damage to any individual or organisation, property, crops, structures, bush clearing, protection/safety of its staff, vehicles, equipment etc. and its compensation thereof shall be the sole responsibility of the selected agency only without any implication for WAPCOS/NEA.
7. All the works to be carried out by the successful bidder will be verified by Project Manager/ In-charge/Designated Representative of WAPCOS and documented. The same documentary proof will be submitted along with the invoices.
8. Payment reconciliation shall be done regularly by the Finance Division of WAPCOS and any mismatch found during payment reconciliation shall be adjusted for payments to the selected agency.
9. All the Payments shall be made as per actual quantity of work completed and verified by the WAPCOS' Project Manager/ In-charge. No variation in unit price of items in Financial Proposal/Contract shall be allowed until the completion of the project. However, the quantity of items may vary depending upon work requirements.
10. The final payment under this Clause shall be made only after the final consolidated report (each Geotechnical Investigations Report and Slope Stability Study Report) and a final invoice, identified as such, shall have been submitted by the selected Agency and approved as satisfactory by the WAPCOS. The Services shall be deemed completed and finally accepted by the WAPCOS and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client/WAPCOS, within such ninety (90) calendar day period, gives written notice to the selected Agency specifying in detail deficiencies in the Services, the final report or final invoice. The selected Agency shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the WAPCOS has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the selected Agency to

the WAPCOS within thirty (30) days after receipt by the selected Agency of notice thereof. Any such claim by the WAPCOS for reimbursement must be made within twelve (12) calendar months after receipt by the WAPCOS of a final report and a final invoice approved by the WAPCOS in accordance with the above.

11. The Financial Proposal amount shall include all direct taxes and indirect taxes (including VAT) as per applicable laws of Government of Nepal.
12. All bidders have to sign Integrity Pact as per attached Annexure-4.
13. All bidders have to submit Bid Security Declaration as per attached Annexure-3.
14. The successful bidder has to submit Performance Security in the form of a bank guarantee for an amount equal to 3% of contract amount within 10 days of contract signing as per attached Proforma in Annexure-6, with having a validity of 8 months from the signing of the contract plus 12 months claim period. There shall be no obligation to verify and accept the works of successful bidder by WAPCOS as per contract, until the receipt of performance security, howsoever the bid security submitted by the bidder may liable to be forfeited.
15. Subsequent to contract signing between WAPCOS and successful bidder, the geotechnical investigations teams of the selected Agency have to become available for the project responsibilities and commence works within 10 days of contract signing, instruction or communication regarding such requirement from WAPCOS.

10.0. CURRENCY OF PAYMENT

Prices shall be quoted in Nepalese Rupees only. Payment will be transferred in the bank account of the selected bidder after submission of Tax Invoice (as per prevailing rules by Government of Nepal) and selected bidder has to submit acknowledgement to WAPCOS Limited after receiving the payment. For the same, selected bidder need to provide the bank details to employer in which all payments are to be transferred.

11.0. INSURANCE TO BE TAKEN OUT BY THE CONSULTANT

The Bidder will be responsible for taking out all appropriate insurance coverage for risks as follows within 10 calendar days of contract signing:

- A. Professional liability insurance, with a minimum coverage of Contract Amount, as applicable;
- B. Third party liability insurance, with a minimum coverage as applicable
- C. Third party motor vehicle liability insurance in respect of motor vehicles operated in the country by the successful bidder or its personnel with a minimum coverage until issuance of the certificate of satisfactory completion of the Services.
- D. Bidder's liability and workers compensation insurance in respect of the personnel of the bidder, in accordance with the relevant provisions of the applicable Nepalese Law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate; until issuance of the certificate of satisfactory completion of the services; and

12.0. NOTICES

All notices, requests, consents and other communication hereunder shall be in writing and shall be forwarded by either registered mail, facsimile, email or hand delivered to the address of each Party as set forth at the beginning of this Contract, or at such address as may be designated by either Party in writing.

13.0. LIQUIDATED DAMAGES FOR DELAY IN COMPLETION

Liquidated Damages at the rate of 0.5% of contract price per week to a maximum of 8% of the sum to be paid by the selected Agency to WAPCOS. WAPCOS may deduct liquidated damages from any payments due to the local agency. Payment of liquidated damages shall not affect the local agency liabilities'.

14.0. TERMINATION CLAUSE

In case of unsatisfactory performance by the selected agency, WAPCOS shall be entitled to terminate the contract & set the work done at the risk and cost of the selected agency. In this event, WAPCOS may forfeit the performance security submitted by the selected bidder. WAPCOS may, by written notice of termination to the local agency, suspend all payments to the selected agency hereunder if selected agency fail to perform any of their obligations under this contract, including carrying out of the services, provided that such notice of

termination (i) shall specify the nature of failure (ii) shall request the selected agency to remedy such failure within a period not exceeding thirty days after receipt by the selected agency of such notice of termination.

15.0. SETTLEMENT OF DISPUTES

Any Dispute between the parties arising under or related to this contract that cannot be settled amicably shall be settled by arbitration in accordance with the following provisions:

- a) Firstly, the aggrieved party shall write a letter to the other party detailing its grievances and calling upon the other party to amicably resolve the dispute by convening a joint meeting. Accordingly, the parties as per their convenience shall jointly convene the said meeting(s), wherein minutes of the said meeting(s) shall be prepared/recorded and countersigned by all the parties. It is mandatory to prepare minutes of meeting(s) and to be countersigned by all the parties, irrespective of the outcome of the said meeting(s).
- b) In the event the parties are unable to reach on any settlement in the said meeting(s), then the aggrieved party shall mandatory resort to pre-litigation mediation mechanism with Delhi High Court Mediation Cell, New Delhi, India.
- c) It is only upon failure of the pre-litigation mediation mechanism with Delhi High Court Mediation Cell, then the aggrieved party shall resort to resolution of disputes through arbitration of a Sole Arbitrator. The appointing authority of Sole Arbitrator is CMD, WAPCOS Limited, to which neither of the parties have any objection nor they shall ever object.
- d) Subject to the parties agreeing otherwise, the Arbitration proceedings shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996(amended as on date).
- e) It is also acknowledged and accepted that WAPCOS is only working as intermediary between the selected agency and NEA, thus in the event, any dispute arises under the present agreement and referred to Arbitration for adjudication, then subject to corresponding clause in the Contract Agreement between the Principal Client & WAPCOS, NEA shall also be made party to the said Arbitration proceedings. Also, the award including costs if any passed against WAPCOS and costs incurred in the proceeding shall be the sole

responsibility of NEA. The said clause if found inapplicable, even then the other terms of the Arbitration Clause shall survive and shall be acted upon.

- f) The place/ seat of arbitration shall be Delhi, India and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Delhi, India. The arbitral procedure shall be conducted in English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian Law. The award of the arbitrator shall be final and conclusive and binding upon the Parties.
- g) The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including Non- contractual disputes or claims) shall be governed by and construed in accordance with the laws of Indian and the Parties submit to sole & exclusive jurisdiction of courts at Delhi, India.

16.0. FORCED MAJEURE

- a) Force majeure” means an event beyond the control of the parties and not involving the concerned party’s fault or negligence and not reasonably foreseeable in the circumstances. Such events may include, but are not limited to acts of the party in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, riot, civil disorder, earthquakes, explosion or other adverse weather conditions, strikes, lockouts or other industrial actions.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such Party’s employees, nor (ii) any event which a diligent party could reasonably have been expected to both take into account at the time of the conclusion of this contract, and avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payments hereunder.
- d) If force Majeure situation affecting the local agency arises, the local agency shall promptly notify WAPCOS in writing of such condition and the cause thereof. Unless otherwise directed by WAPCOS in writing, the local agency shall continue to perform its obligations

under the Contract as far as it is reasonably practical, and shall seek all reasonable alternatives means for performance not prevented by Force Majeure event.

17.0. COURT OF JURISDICTION

The courts of New Delhi, India will have the exclusive jurisdiction in all matters.

18.0. FINANCIAL BID SHALL BE FURNISHED IN PRICE SCHEDULE AS ENCLOSED.

Financial Bid submission Form is submitted as **Annexure – 1** and Price schedule is attached as **Annexure-2** and same shall be submitted in **Part-II** of the bid in a separate envelope.

19.0. BID VALIDITY

The bid should be valid for Three (3) months from the date of opening of financial bid.

20.0. TAXES & DUTIES

The selected agency and their personnel shall pay such taxes, duties, fees and other impositions other than Value Added Taxes (VAT) as may be levied under the applicable Laws of Nepal.

21.0. INDEMNIFICATION

The selected agency shall indemnify and hold WAPCOS harmless from and against any claim that the indemnifying party's (selected agency) negligent or wilful acts or omissions resulted in personal injury (including death) or damage to tangible property. The indemnified party (WAPCOS) will give the local agency (i) prompt written notice of any actual or alleged Claim; the local agency may not compromise or settle any Claim or consent to the entry of any judgment without the indemnified party's prior written consent.

22.0. LAST DATE OF SUBMISSION OF BID

The last date and time of receipt of Bid is 15th December, 2022 at 3.00 pm. No bid will be accepted after this.

23.0. THE AUTHORIZED REPRESENTATIVES ARE :

For the WAPCOS LIMITED:

Mr. M. Manoj Kumar

Chief Engineer(T&D),

WAPCOS Limited,

Gurugram, Haryana, India-122015

For Contractor: (To be intimated by successful Bidder immediately after completion of work)

24.0. MODIFICATION

Modification of the terms and conditions of this contract , including any modification of scope of services, may only made by written agreement between the parties and, if applicable, shall not be effective until the consent of the WAPCOS has been obtained.

25.0. LAW GOVERNING SEVICES

The selected Agency shall perform the services in accordance with the Applicable Nepalese Law/Indian law and shall take all practicable steps to ensure that any Sub agencies, as well as the personnel of the selected Agency comply with the Nepalese Law & Indian law.

26.0. PRICE BID

27.0. WAPCOS reserves the right to reject any one or all of the bids without assigning any reason.

28.0. Bidder shall submit the original NIT with signed by the authorised representative of the bidder and stamped with the bidder's stamp along with the bid document.

Annexure – 1

FINANCIAL BID SUBMISSION FORM

[Date, Location]

To,

M. Manoj Kumar
Chief Engineer (T&D), WAPCOS Limited,
Ground Floor, Plot 62, Sector 18
Gurugram, Haryana – 122015
Email: manojkumar-electrical@wapcosindia.com
ceelectrical@wapcosindia.com

Sub: Submission of Financial Bid to **“to carry out Geotechnical investigations along the transmission line routes and associated Substations in Nepal.”**

Dear Sirs,

We, the undersigned, offer to **“to carry out Geotechnical investigations along the transmission line routes and associated Substations in Nepal”** In accordance with your NIT No.....dated..... Our attached Financial Proposal is for the sum of NPR..... (Nepalese Rupees only). This amount is inclusive of the local taxes and any other charges.

This Financial Proposal is valid for days.

We understand you are not bound to accept any proposal you receive.

Yours Sincerely,

(Signature of Bidders Authorized Representative)

ANNEXURE – 2

PRICE SCHEDULE A

S. No.	Description/Item of Work	Quantity	Unit	Unit Rate (NPR)	Amount (NPR)
1	<u>Geotechnical/Soil Investigation</u> Detailed Soil Investigations of locations Along The Transmission Lines Routes and sub-stations as per clause 4 and clause 5	750	Running meter		
2	<u>Slope Stability Studies</u> Along The Transmission Lines Routes and sub-stations	5	Locations		
	TOTAL Schedule A =				
	VAT @% =				
	Grand Total (in Numbers) =				
	Grand Total (in words) =				

Note:

- (i) The quantities are tentative and may change during execution as per the site conditions and assessment of the Employer.
- (ii) The Payment for each item of work shall be made as per actual quantity executed of the same and verified by the WAPCOS's Project Manager/ In-charge.
- (iii) The quoted unit rate shall remain firm till satisfactory completion of work and its acceptance by the Employer.
- (iv) Price shall be all inclusive of all costs for carrying out the project activities as mentioned in this bidding document.