BLUE ENERGY PRIVATE LIMITED

Super Trishuli Hydro Power Project
100 MW (2X 33.3 +1X33.4 MW)
CHITWAN, GORKHA, (NEPAL)

PRE-QUALIFICATION DOCUMENT

(INTERNATIONAL COMPETITIVE BIDDING)

FOR

PACKAGE-3

BEPL/PKG-3: EPC EXECUTION OF CIVIL WORKS COVERING PART INFRASTRUCTURE WORKS, DIVERSION ARRANGEMENT, BARRAGE, INTAKE, POWERHOUSE AND OTHER APPURTENANT WORKS INCLUDING ASSOCIATED HYDRO-MECHANICAL WORKS

October, 2018

PREQUALIFICATION INVITATION DOCUMENT

FOR

SUPER TRISHULIHYDROPOWER PROJECT (100 MW)

BEPL/PKG-3:

EPC EXECUTION OF CIVIL WORKS COVERING PART INFRASTRUCTURE WORKS, DIVERSION ARRANGEMENT, BARRAGE, INTAKE, POWERHOUSE AND OTHER APPURTENANT WORKS INCLUDING ASSOCIATED HYDRO-MECHANICAL WORKS

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Part-1

INVITATION FOR PRE-QUALIFICATION

BLUE ENERGY PVT. LTD. (BEPL)

INVITATION FOR PREQUALIFICATION

International Competitive Bidding

Ref. No. **BEPL/PQ-01** Date **15.10.2018**

BLUE ENERGY PRIVATE LIMITED (BEPL, the "Owner") is a power utility company in the private sector incorporated in Nepal. The development rights of the of Super Trishuli Hydro Power Project (STHPP) has been entrusted to BEPL by Govt. of Nepal, which intends to develop the project on Build, Own, Operate and Transfer (BOOT) basis. The Owner has engaged M/s. SNC-Lavalin Engineering India Pvt. Ltd. (SLEI) as Owner's Consultant for DPR preparation and tendering of the Project.

The Owner intends to implement Super Trishuli Hydro Power Project on split EPC basis for which it invites Prequalification Applications on International Competitive Bidding (ICB) basis for the following works/contracts under the Project:

Package-3: **BEPL/PKG-3**: EPC Execution of Civil Works covering Part Infrastructure Works, Diversion Arrangement, Barrage, Intake, Powerhouse and Other Appurtenant Works including associated Hydro Mechanical Works.

Completion Time: 48 months

Brief Scope of Work:

i) Overall Planning, design and engineering of all civil structures of the Project covered under the package.

ii) Execution of all civil works including infrastructure works of the Project covered under the package.

iii) Design, manufacturing, transportation, supply, erection, testing & commissioning of Hydro-mechanical works covered under the package.

Prequalification is open to EPC Contracting entities from any Country more clearly spelt out in Instructions to Applicants. Interested Applicants may obtain the Prequalification (PQ) Document from the office of undersigned on submission of formal request letter sent through post or electronic mail.

The request must clearly state "Request for Prequalification Invitation Document for BEPL/Package-3 of Super Trishuli Hydro Power Project (100 MW).The Applicant may obtain the Pre-qualification Document through electronic mail or collect in person or through an authorized agent on all working days from 23.10.2018 to 15.11.2018 between 10:00 Hrs. to 17:00 Hrs. However, the PQ document will be available at the websites from 15.10.2018 till 17:00 Hrs of 15.11.2018. A non-refundable fee of NRS.25,000/- or USD 250 shall be payable as processing fee, at the time of submitting the Application. This fee shall include the processing charges applicable on tender evaluation of the pre-qualified bidders. The non-refundable fee is to be paid in the form of a Demand Draft in favour of **"Blue Energy Private Limited"** payable at Kathmandu, Nepal.

Submission of Applications for Pre-qualification in hard copy along with prescribed processing fee must be received, in sealed envelope, on or before 17:30 Hrs of 15.11.2018. In addition to above, the Application may be sent by electronic mail not later than 15.11.2018, 17:30 Hrs. The envelope must be clearly marked "Application to Pre-qualify for BEPL/Package-3 of Super Trishuli Hydro Power Project (100 MW)".

Late Applications and Applications without the requisite processing fee are liable to be rejected.

It is intended that only pre-qualified Applicants will be invited to participate in the Bid. BEPL reserves the right to reject any or all Applications without assigning reasons thereof and without any refund of processing fee.

Applicants in their own interest are advised to visit the Project site, to apprise themselves adequately to the extent required for preparation and submission of Application, well in time. After completion of pre-qualification process the Owner intends to call for submission of Bids from the pre-qualified Applicants.

Whom to Contact

For any further information on the Pre-qualification Document, the Applicants may contact the Office of the Blue Energy Private Ltd.

Contact Person

Mr. D. R. Pant
Blue Energy Private Ltd.,
Yak & Yeti Hotel
Durbar Marg,
P.O. Box : 1016 ,
Kathmandu, Nepal
Phone- +977- (1)-4221305 and 4216606

Mail Id: dibyapant@blueenergy.com.np, dibya.pant@gmail.com,

Part-2

INSTRUCTIONS TO APPLICANTS

PART – 2 INSTRUCTIONS TO APPLICANTS

1.0 SCOPE OF TENDER

1.1 BLUE ENERGY PRIVATE LIMITED (BEPL) hereinafter referred to as "the Owner", intends to implement Super Trishuli Hydro Power Project (100 MW) *located in Chitwan and Gorkha districts in the Central Development Region of Nepal.* The Project will be financed partly by a consortium of banks/financing institutions and partly by BEPL by providing equity required for the project.

1.2 The Owner invites Applications from Companies / Joint Ventures on an international basis for pre-qualification for the following EPC package of the Project.

Package No.	Details of Works	Period of Completion
Package-3	**BEPL/PKG-3**: EPC Execution of Civil Works covering Part Infrastructure Works, Diversion Arrangement, Barrage, Intake, Powerhouse and Other Appurtenant Works including associated Hydro Mechanical Works.	48 months

1.3 General information on the location, transportation and communication facilities, access to site, project layout, geology, hydrology etc. are given at Appendix- A, "Information for Applicants".

1.4 Pre-qualification is open to EPC contracting entities of repute, who fall under one of the following categories:

(a) Registered Proprietary firm,

(b) Registered Partnership firm,

(c) Limited company,

(d) Consortium or unincorporated Joint Venture of two or more firms/companies from (a) to (c) above.

All participants falling under the categories given above shall hereinafter be referred to as "Applicants".

1.5 All costs incurred by the Applicant in connection with, or costs arising out of the preparation of his Application shall be borne by the Applicant himself and the Owner, in no case, shall be responsible or liable for any such costs.

1.6 For any clarification on the Pre-qualification Document, the Applicant shall send the request to the Owner through electronic mail/post. The Owner will respond to such request for clarifications, received earlier than 15 days prior to the deadline for submission of Application. The Owner shall forward a copy of its response to all prospective Applicants who have obtained the Prequalification document directly from the Owner, including a description of the inquiry but without identifying its source.

1.7 Method of Applying

1.7.1 The Applicant shall necessarily furnish the Letter of Application and also fill up all the relevant Application Form – 1 to 10 enclosed herewith in Pre-qualification Document. The Application shall be signed by a duly authorized person holding Power of Attorney for signing the Application. A certified copy of the Power of Attorney shall accompany the Application in such cases.

1.7.2 If the Application is submitted by a proprietary firm, it shall be signed by the proprietor with his full name and full name of his firm and current business address.

1.7.3 If the Application is submitted by a firm in partnership, it shall be signed by all the partners of the firm above their full names and current business addresses, or by a person authorized by the power of attorney of the firm, for signing the Application; in which case a certified copy of the power of attorney shall accompany the Application. A certified copy of the partnership deed, the certificate of registration issued by the Registrar of Firms under the provisions of the Partnership Act of the relevant country and current business address of all the partners of the firm shall also accompany the Application.

1.7.4 If the Application is submitted by a company incorporated under the provisions of the Companies Act of the relevant country, it shall be signed by a person duly authorized for signing the Application in which case a certified copy of the power of attorney as per the extant law shall accompany the Application.

1.7.5 In case of a Joint Venture, the Applicant is required to enclose the original copy of Undertaking from each Partner along with the Application, as per Annex-1 to Form 2A of Appendix B. Further, the Application made by a Joint Venture, shall be signed by the authorized representatives of all the Joint Venture partners. Certified copy(ies) of the Power of Attorney issued to such authorised representatives by legally

authorised persons of all partner Companies of the Joint Venture shall accompany the Application.

2.0 SUBMISSION OF APPLICATIONS

2.1 The PQ Application shall be prepared in one (1) original and one (1) copy. The original and the copy shall be clearly marked Original and Copy, respectively on the front cover of each set. In the event of discrepancy between original and copy, the original shall prevail.

2.2 Application for Pre-qualification as per Para 2.1 in a sealed envelope along with a soft copy shall be submitted to the following address:

Mr. D. R. Pant
Blue Energy Private Ltd.,
Yak &Yeti Hotel,
Durbar Marg,
P.O. Box : 1016 ,
Kathmandu, Nepal

Phone: +977- (1)- 4221305 and 4216606

Mail Id:, dibyapant@blueenergy.com.np, dibya.pant@gmail.com

The envelope and the contained Application should be clearly marked:

"Application for Prequalification for BEPL/PKG-3 of Super Trishuli Hydro Power Project (100 MW)".

The name, mailing address, email id and telefax number of the Applicant shall be clearly indicated on the envelope.

A non-refundable fee of NRS.25,000/- or USD 250 shall be applicable for each Application as processing fee, which shall be payable at the time of submitting the Applications. The non-refundable fee is to be paid in the form of a Demand Draft in favour of **"Blue Energy Private Limited"** payable at Kathmandu, Nepal and submitted to the office location indicated above.

The Owner reserves the right to accept Applications received after the deadline for submission of applications and/or Applications without the requisite processing fee.

2.3 The Application as well as all correspondence and documents relating to the prequalification exchanged by the Applicant and the Owner shall be in English language only.

2.4 Failure to provide information which is essential to evaluate the Applicant's credentials, or failure to provide timely clarification or substantiation of the information supplied may result in rejection of the Application.

2.5 A firm/Company/ Joint Venture of such companies/ member of a Joint Venture may submit only one Application. If a firm/Company/Joint Venture/ member of a Joint Venture submits more than one Application singly or in a Joint Venture, all Applications where such Applicant is participating will be rejected. This however, will not apply in respect of Sub-Contractor(s) who may be proposed by one or more than one Company/Joint Venture. A Company submitting an Application individually or as a member of a Joint Venture cannot be a Sub-Contractor of another Applicant.

2.6 Amendments may be issued by the Owner to amend, supplement provisions in the Pre-qualification Documents, minimum ten (10) days prior to the last date of submission of Application. Such amendments shall be communicated to all prospective Applicants. All amendments issued by the Owner shall become part of the Pre-qualification Document. To give prospective Applicants reasonable time to take an Amendment into account in preparing their Applications, the Owner may, at its discretion, extend the deadline for the submission of Applications.

3.0 QUALIFICATION CRITERIA

3.1 The pre-qualification will be subject to Applicant's fulfillment of the Qualification Criteria set and stipulated hereunder, substantiated by authentic and relevant information and details in the prescribed formats (Appendix-B). Additional information in support of their claims of achievements may be furnished by Applicant in any form of their device and design.

3.2 The Applicants should have proven experience as contractors in execution of any project with responsibility for Design & Engineering, Civil Works and Hydro-mechanical works of type, magnitude and nature similar to the items listed under at para 3.3.1 hereunder. Only such experienced and capable contractors shall apply for Pre-qualification.

3.3 The pre-qualification will be based on Applicant fulfilling criteria set forth hereunder as the minimum:

3.3.1 Technical Criteria

3.3.1.1 Design & Engineering Services

a) General Experience

Experience in detailed Design & Engineering of at least one completed hydropower project of minimum 100 MW capacity during the last 15 years.

b) Specific Experience

Experience in detailed Design& Engineering of the following components in a completed project

(i) Barrage/Concrete Dam of a minimum height of 25 m, performing satisfactorily

(ii) Engineering of a powerhouse, performing satisfactorily.

(iii) Hydraulic structures associated with a hydroelectric project such as planning & design of diversion of river by construction of coffer dams within the river, planning & implementation of various types of pre construction field investigations, planning of the terms of reference for Model studies etc.

3.3.1.2 Civil Works:

a) General Experience

Experience, as prime contractor or as partner in a joint venture, of executing a major civil structure in a Water Resources Project for a period of at least five (5) years in preceding fifteen (15) years.

b) Specific Experience

Experience of executing in the last 20 years, the following components in ongoing/completed project(s):

1. Dam

(i) River diversion works – experience of successfully executing river diversion scheme by construction of cofferdam under flowing water condition within the river and isolating the river partly, having total fill placement (all type) of 70,000 m^3 in the seasonal pattern similar to that of in the project area.

(ii) Completion of one barrage/concrete dam of 25 m height

(iii) An average concrete placement rate of 20,000 m^3 per month spread over a continuous period of 6 months.

2. Powerhouse

(i) Completion of a powerhouse in a hydroelectric project of at least 100 MW capacity.

3.3.1.3 Hydro-mechanical Works:

(a) General Experience:

Experience as prime contractor or as partner in a joint venture of executing Hydro-mechanical EPC contract(s) valuing US Dollar 10 million or equivalent in last 15 years.

(b) Specific Experience:

Successful completion of the following hydro-mechanical works in the preceding 20 years:

(i) Designing, manufacturing, supply, erection, testing and commissioning of Radial Gates operated by Twin Hydraulic Cylinders, having a value of A x H $\geq$5750 and H $\geq$18 m.

(ii) Designing, manufacturing, supply, erection, testing and commissioning of Vertical lift gate having a value of A X H $\geq$2100 and H $\geq$25m.

Where;

"A" denotes an area (Clear width x clear height) for one gate in m^2.

‘Clear Width’ denotes distance between inner faces of two opposite piers.

'Clear Height' denotes the vertical height between the sill to centre line of top seal.

"H" denotes the normal design head at the bottom of the gate in meter.

Notes:

1 It shall not be necessary for an Applicant to meet each of the sub-criteria (denoted as (i), (ii), etc.) from the same example/project.

2 Communication address of the concerned Project Authority / Employer with fax, telephone and e-mail address shall be attached for each of the references, shown as meeting the criteria.

3.3.2 Financial Criteria

3.3.2.1 Turnover

Average annual turnover of the Applicant (collectively by partners in case of a Joint Venture) for the preceding 5 (five) financial years shall be the amount specified hereunder:

US$ 35 Million

Note : Sub-Contractor's turnover shall not be considered.

3.3.2.2 Profitability

The Applicant should have been making net profit (before taxes) for atleast three (3) years out of immediately preceding five (5) financial years and should have following Net Cash Accruals during the last financial year:

US$ 1.40 Million

(Net Cash Accruals : Profit after Tax. + depreciation)

3.3.2.3 Net Worth

The Net Worth of the Applicant should be positive and not less than the amount of its Equity capital including Share premium in atleast four (4) out of five (5) of immediately preceding five (5) financial years.

The "Net Worth" shall mean the sum of subscribed and paid up equity and free reserves (excluding Revaluation Reserves) from which shall be deducted the sum of Miscellaneous expenditure not written off and Accrued liabilities.

3.3.2.4 Current Ratio (current assets/current liability)

The Applicant shall have minimum Current Ratio of 1.10 at the close of each of the preceding five (5) financial years

Notes:

1. For conversion to US$, the exchange rate at the end of the respective accounting year shall be considered.
2. Annual Reports along with audited Balance sheets and other Financial Statements of the immediately preceding five (5) financial years of the Applicant should be furnished by the Applicant for checking and evaluating their Financial Capacity vis-a-vis the requirement stipulated herein above.
3. In case the annual accounts for the last year are not audited, the Applicant shall furnish the un-audited annual accounts and a declaration to this effect duly certified by statutory auditor.
4. The Applicant shall provide an auditor's certificate specifying the Net Worth of the Applicant and also specifying the methodology adopted for calculating such Net Worth in accordance with Para 3.3.2.3.

4.0 NATURE OF APPLICANTS:

4.1 Joint Venture Applicants

In case of an Application from a Joint Venture, it shall comply with the following minimum qualifying requirements:

(i) The number of partners in the Joint Venture including the Lead Partner shall not exceed three (3).

(ii) The Lead Partner of the Applicant (Joint Venture) shall fully meet the following:

- General Experience criteria specified at para 3.3.1.2 above, and
- Average annual turnover more than 50% of criteria specified in para 3..3.2.1 above, and
- More than 50% of the value specified against net cash accruals for the preceding financial year provided other requirements under profitability criteria specified in para 3.3.2.2 above are met.
- Specific Experience

Meet the requirement as specified in para 3.3.1.2 b) 1. – Dam **OR**

Meet the requirement as specified in para 3.3.1.2 b) 2. - Powerhouse

(iii) The other partner(s) shall individually meet the following requirements:

- One or more of the Technical Criteria given under para 3.3.1(viz. Design & Engineering, Civil Works and Hydro-mechanical Works) other than that to be met by the Lead Partner under the Package as specified under 4.1(ii) above, and
- Not less than 20% of value specified against net cash accruals for the preceding financial year provided other requirements under profitability criteria specified in para 3.3.2.2 above are met.

(iv) The Specific Experience for each component to be met individually by the Lead Partner and/or other partner, as the case may be, and not collectively.

(v) All the partners of the Joint Venture should individually fulfill the Net Worth and Current Ratio criteria.

(vi) The proposed Joint Venture should collectively satisfy, as a whole, the requirements specified in paras 3.3.1 and 3.3.2.

4.2 Applicant's Capability associating Sub-Contractor

Specific Experience of a Sub-Contractor, if proposed to be associated by the Applicant, shall be evaluated subject to the fulfillment of the following requirements and also the Applicant submitting Additional Information from the proposed Sub-Contractor(s) in Form 9.

4.2.1 The Applicant himself to fully meet at least the following:

- General Experience criteria specified under para 3.3.1.2 above, and
- Financial Criteria as specified under para 3.3.2 above, and
- Specific Experience criteria specified in para

  3.3.1.2 b) 1.- Dam **OR**

  3.3.1.2 b) 2.- Powerhouse ; and
- The number of Sub-Contractor(s) not to exceed 3 (three).

4.2.2 The proposed Sub-Contractor(s) shall individually meet the following:

- One or more of the Technical Criteria given under para 3.3.1(viz. Design & Engineering, Civil Works and Hydro-mechanical Works) other than that to be met by the Applicant under the Package as specified under para 4.2.1 above.

4.2.3 The Applicant and his proposed Sub-Contractor(s) should collectively satisfy, as a whole, the Technical Criteria specified under para 3.3.1.

4.2.4 The Sub-Contractor so proposed shall be financially sound. Annual Reports along with audited Balance sheets for immediately preceding five (5) financial years shall be submitted.

5.0 QUALITY ASSURANCE

The Applicant should have its own Quality Assurance System for carrying out its regular business activities conforming to international standards such as ISO or equivalent. Details of Applicant's Quality Assurance System shall be provided in Form No. 6. In case of Joint Venture and Sub-contractors, the above details of each separate entity need to be provided.

6.0 GENERAL

6.1 In case of a Joint Venture Applicant, the composition of the Joint Venture and role and responsibility of each constituent, the proposed participation share of each partner along with items of work to be executed by each partner shall be brought out as per the requirement of Appendix-B, Form 2A hereto. An undertaking shall be submitted by each partner of the Joint Venture in the format attached as Annex-1 to Form 2A. The Joint Venture Agreement, to be submitted along with Techno-commercial bid, shall be on the lines of the format attached as Annex-2 to Form 2A.

The formation of a new Joint Venture of Pre-qualified Applicants or any change in a Pre-qualified Joint Venture, will be subject to the written approval of the Owner prior to the deadline for submission of Techno-commercial bid. The decision of the Owner in this regard shall be final and binding.

6.2 In the event of the Contract being awarded to an Applicant in association with Sub-Contractor(s), each Sub-Contractor shall be responsible for execution of that item of work for which it claims to have Specific Experience. An undertaking to this effect shall be furnished by each such Applicant in the format attached as Form 7. In all such cases, separate undertaking from each of the proposed Sub-Contractors, shall accompany the PQ Application.

6.3 An Applicant proposing to associate Sub-Contractor(s) shall be required to submit a Joint Deed of Undertaking (along with their **Techno-commercial bid**) as per the Form-7A with the proposed Sub-Contractor(s) to ensure their association for the successful performance and completion of that work. Further, in case of award, these Sub-Contractor(s) will be required to furnish an additional performance bank guarantee of value equivalent to 2.5% of their portion of work value in addition to Contract Performance Bank Guarantee to be submitted by the qualified Applicant. Change of the proposed Sub-Contractor(s) after award of works shall be allowed only in exceptional circumstances, with prior approval of the Owner.

6.4 Applicant or any of the partners in case of a Joint Venture or one of his proposed Sub-Contractor claiming to have past experience by virtue of being a partner of a Joint Venture (which executed a particular work in the past), shall make their presentations in Prequalification Forms 2, 3, 3A, 3B, 3C, and 5 for such experience. The specific construction experience of such Sole Applicant/JV partner/Sub-Contractor(s) shall be considered as per their role and scope of work in such Joint

Venture(s) for which they will have to adduce documentary evidence of their role and scope of work in aforesaid Joint Venture Contract(s).

6.5 If the performance of the Applicant or any of the partners of Joint Venture/ Sub-Contractors, in a current /past contract for any major work is unsatisfactory, the Applicant is liable to be disqualified.

6.6 Subsidiary Companies will not be pre-qualified on the basis of experience of their Parent Company except for Design and Engineering Consultancy firms. In case of qualification for Design and Engineering Services, the Parent/Holding Company shall submit a written undertaking as per the attached format given in Form 8; evincing its full support for the technical and financial requirements of the Subsidiary Company and further commit to take up the work itself in case of non-performance by the subsidiary company in the event of award of the work to the applicant Subsidiary Company. In case of award of work, the Parent/Holding Company of the proposed Subsidiary Company shall enter into an agreement with the Owner as per the format attached as Form 8A before signing of the main Contract.

The Owner without assigning any reasons thereof reserves the right to:

(a) amend the Scope of Work, to be tendered

(b) reject or accept any application including on account of national defence and security considerations.

(c) cancel the pre-qualification process and /or reject any/all Applications.

The Owner will neither be liable for any such actions nor be under any obligation to inform the applicant of the ground of his decision.

6.7 Only those Applicants who have been Pre-qualified under this procedure will be informed and further invited to submit their Techno-commercial bid.

6.8 The Owner, solely at its own discretion, reserves the right to consider the minor deviations in above Pre-qualifying criteria.

Appendix-A

INFORMATION FOR APPLICANTS

1. PREAMBLE

Blue Energy Private Ltd. is a power utility company in the private sector located in Nepal.

One of the hydropower project of Blue Energy Private Ltd. in JV with reputed business house of Nepal is under construction. The owners of Blue Energy Private Ltd. has received wide acclaim for the initiatives in corporate governance. Blue Energy Private Ltd. has been awarded 100 MW Super Trishuli Power Project on the Trishuli River in Central Nepal for implementation of the project on BOOT basis for 35 years. Blue Energy Private Ltd. (BEPL) is a Special Purpose Vehicle to execute the Project. BEPL has engaged M/s. SNC-Lavalin Engineering India Pvt. Ltd. (SLEI) as Owner's Consultant for FSR, DPR and Tender engineering of the project since 2010.

The present document is for obtaining applications from reputed national and International Firms to ascertain their eligibility for eliciting bids for construction of Civil works including infrastructure works and hydro-mechanical works of the project on Engineering-Procurement-Construction (EPC) basis.

2. PROJECT OVERVIEW

2.1 General

Super Trishuli Hydropower Project is located on Trishuli River in Chitwan and Gorkha districts in the Central Development Region of Nepal. The project has been planned as a run-of-river scheme with diurnal pondage to produce power during peak demand hours. The proposed installed capacity of the scheme is estimated at 100MW. Development rights of the project have been assigned by the Dept. of Electricity Development, Ministry of Energy, Nepal to Blue Energy Private Ltd. (BEPL) who are developing the project on Build-Own-Operate-Transfer (BOOT) basis. BEPL has engaged SNC-Lavalin Engineering India Pvt. Ltd. (SLEI) to provide engineering services for tender engineering and preparation of tender documents for the project.

2.2 Details of Proposed Scheme

The project scheme is primarily a dam-toe type development with a compact water conductor system. The project site is characterized by several low lying habitations/developments along the allotted river stretch which limit the location and height of diversion structure. Thus, the proposed scheme consists of barrage (founded on rock) as a diversion structure. The intake and the powerhouse are accommodated on the right side of the barrage. The powerhouse house will house horizontal bulb type generating units. The scheme will be located close to Chumlingtar village, about 3km downstream of Phisling Bazar. The main project data are as follows:

- Full reservoir level (FRL) = 275.0m
- Minimum draw down level (MDDL) = 269.0
- Live storage = 3.16 MCM
- River diversion flood = 1410m^3/sec (Non-Monsoon)
  (1 in 25 year) = 6112m^3/sec (Monsoon)
- 1 in 500year flood = 9882m^3/sec
- 1 in 50 year flood = 6979m^3/sec
- Rated Head = 16.53m
- Design discharge (power generation) = 725m^3/s
- Riparian flow = 10.62m^3/s

2.3 Civil Engineering Structures

The following are the main civil engineering structures of the project:

- Concrete gated barrage with five (5) bays of each opening size 13.2m (W) x 22.8m (H), proposed to be founded on bed rock. The total width of gated barrage across the river is 97m. The crest level of the barrage structure corresponds to the general river bed level of EL.252.5m. The maximum reservoir level has been kept at EL.275.0m, also the bridge deck slab has been proposed at EL.277.0m. A 46.5m long stilling basin is proposed for energy dissipation, with downstream cistern level depressed to EL.248.50m.
- The arrangement for river diversion during construction of Barrage and power house has been planned by stage diversion of river to either banks.
- The intake arrangement for feeding water to each turbine is located on the right side abutment of the diversion structure and leads to Power House. The trash rack structure has been provided at an angle of 110° to the barrage axis and sill level has been provided at EL 255.0 to prevent extraneous materials into powerhouse. A 8.0m wide operational platform for trash rack cleaning machine has been provided at the top of trash rack structure. The platform will be approachable from the top of the barrage which is at the same level.
- The surface powerhouse of size 30.3m x 46.85m x 83.25m is planned on the right bank will have three (3) hydraulic turbine-driven generating units of 2X33.33 + 1X33.4 MW capacity each, with total installed capacity of 100 MW. The project will utilize the discharge of about 725 m^3/s during monsoon with machine running at full load.
- A 34.0m long rectangular Tail Pool will have a width of 58m with a reverse slope of 4.0H:1V.
- All project components are however easily accessible from the highway and no major access road will be required for the project (except for short lengths of project roads to reach the project components). Client has initiated these works at site as advance infrastructure works.
- A bridge downstream of proposed barrage axis will have to be constructed for the access to the powerhouse, which is presently under construction by Department of

Road (A government organization in Nepal). A Bailey bridge needs to be installed to carry out the initial phase of construction activities.

2.4 Hydro-Mechanical Equipment

The following Hydro-mechanical equipment for the project have been proposed.

i) Barrage Complex

- Five (5) numbers radial gates for opening size 13.2m (w) x22.8m (h), each with twin hydraulic hoist.
- Two (2) numbers flap gates for opening size 5m (w) x 2m (h), each with hydraulic hoist.
- One Set of sliding type stop logs for opening size 13.2m (w) × 22.8m (h) consisting of interchangeable eight (8) units with electrical operated Gantry Crane.
- Fourteen (14) sets of trash rack for opening size 4.0m (w) × 20.0m (h) upstream of Intake with Trash Rack Cleaning Machine (TRCM).
- Two (2) sets of vertical lift, sliding type stop logs for opening size 5.0m (w) × 13m (h) for Intake with electrical operated Gantry Crane.
- Six (6) numbers vertical lift, fixed wheel type service gate for opening size 5.0m (w) × 13.0m (h) for Intake with independent electrically operated rope drum hoist.

ii) Powerhouse Complex

- Three (3) number fixed wheel vertical lift gates for opening size 9.60m (w) × 8.60m (h) for draft tube outlet with independent electrically operated rope drum hoist.

2.5 Electro-Mechanical Equipment

The surface power house shall house three (3) horizontal bulb type turbines directly coupled to the synchronous generator housed inside the bulb located in water path. Intake gates shall serve as the isolation device for turbine during maintenance.

The generated voltage of 11 KV will be stepped up to 220 KV through step-up transformers. The transformers are located on the downstream side of the power house on draft tube deck. HV side of the transformers will be connected to 220kV GIS through GIB

The total power is evacuated through one 220 KV double circuit line to NEA substation at New Markichowk under construction these days.

The interconnection between GIS and switchyard shall be through transmission line conductor. The outgoing lines shall be provided with Lightning arresters, CVTs and Wave traps.

The high voltage equipment to be placed in the outdoor switchyard will be designed for a minimum 40 kA rms rated short circuit current.

The switchyard and its surrounding area will have their respective grounding system. The earthing grid will be designed and constructed for operating voltages and short-circuit capacities corresponding to short-circuit and earth-fault current levels

2.6 Accessibility

Located about 100 km west of Kathmandu, the project area is conveniently accessed through Prithvi Highway which, in the area of the project, runs along the left bank of Trishuli and quite close to the river. All project components are thus easily accessible.

Figure-1 shows the location of the project on the map of Nepal.

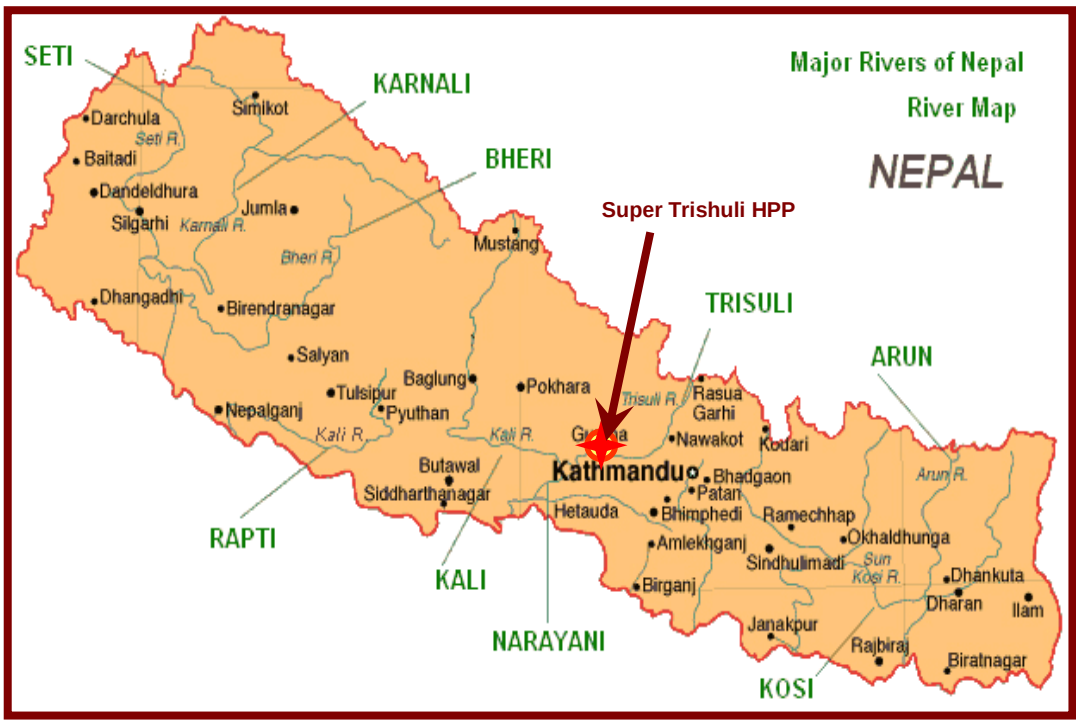

Figure-1: Project Location Map

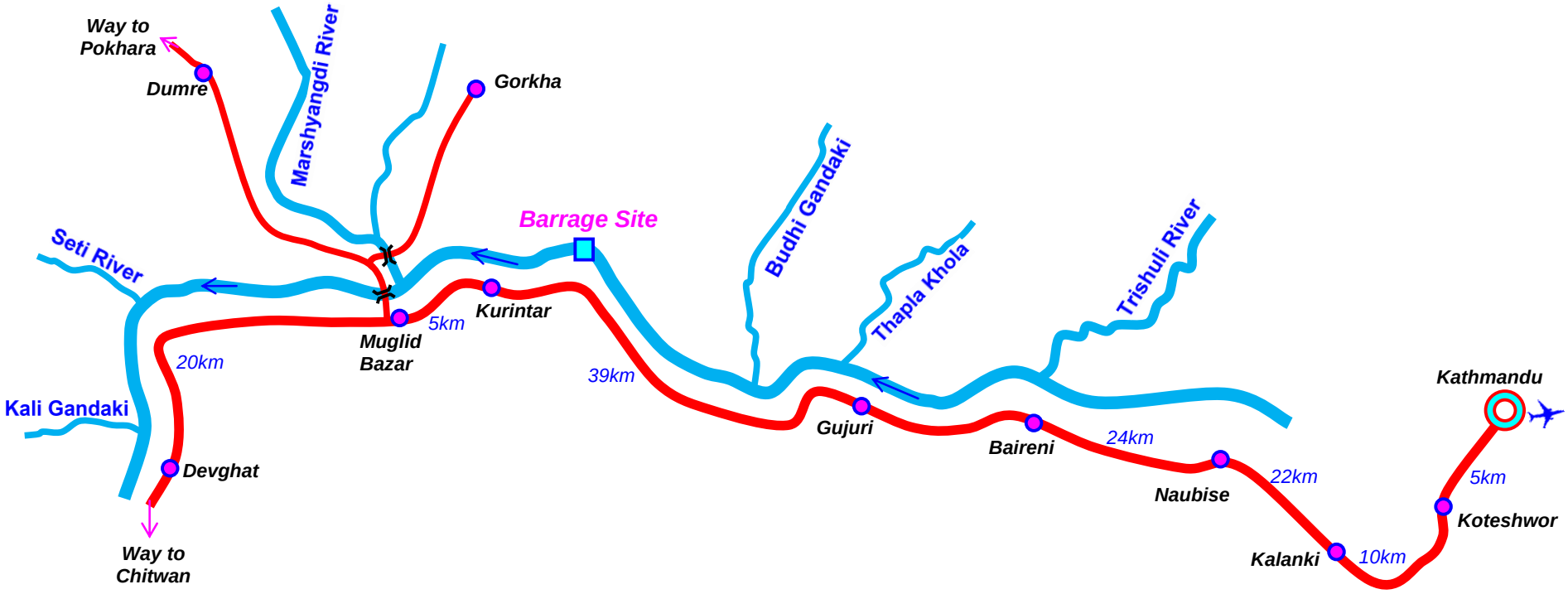

Figure-2: Project Access

2.7 Infrastructure

The barrage and powerhouse areas would be the main hubs of construction activities during the implementation period of the project. Noting that there are no services or facilities of mechanical nature available near the project area, adequate and self-sufficient repair and service facilities would need to be set up at the project site.

2.8 Climatic Condition

The climate of the project area may be described as sub-tropical, with the southwest monsoon contributing primarily to precipitation. In general, temperature is very hot during summer with temperature rising up to 45^0C and as low as 2^0C during winter months. The rainfall generally occurs during May to October. Average annual rainfall in the project catchment is around 2100mm.

The four seasons which characterize the project area are:

- Pre-monsoon (March-May);
- Monsoon (June-September);
- Post-monsoon (October-November);
- Winter season (December-February).

2.9 Hydrology

River Trishuli is a major tributary of Narayani River in central Nepal. Narayani, also called Gandaki, is one of the three main river basins in the country, the other two being Kosi and Karnali. Trishuli River originates in Higher Himalayas in the Tibet Autonomous Region of China. It flows in a south-south westerly course and joins Narayani at Devighat. Narayani eventually flows into India and joins the Ganges. The following table lists the rainfall & discharge measuring stations in Trishuli river basin.

S. No.	Station	Type of Data	Period of Availability
Rainfall Measuring station			
1	Timure, Rasuwa	Daily	1989-2009
2	Arughat, Dhading	Daily	1989-2007
3	Dhading Beshi, Dhading	Daily	1989-2008
4	Kakani, Nuwakot	Daily	1989-2008
5	Dhunibeshi, Dhading	Daily	1989-2008

S. No.	Station	Type of Data	Period of Availability
6	Thamachit, Rasuwa	Daily	1989-2008
7	Dhunche, Rasuwa	Daily	1989-1991, 1994-2008
8	Panseya Khola, Nuwakot	Daily	1989-2008
Discharge Measuring Stations			
1	Betrawati	Monthly Discharge	1977-2006
2	Arughat	Monthly Discharge	1964-2006

2.10 Physiography

Nepal is located between 80° 4' and 88° 12' East longitude and 26° 22' and 30° 27' North latitude and is a land locked country bordered between India in the East, South, and West, and China in the North. Comprising a total of 147,181 square kilometers of land, with average length 885 km east to west and average breadth 193 km from north to south, the country is divided into three broad physiographic zones, the Himalayan region, the Hills and mid-mountain region, and the Terai.

The Himalayan Region

The Himalayan region has elevations from 4,877 m to 8,848 m (Mt Everest) and comprises 15% of the country's surface area. Due to the mountainous topography and climatic conditions (severe winters), this region is sparsely inhabited; the population in the region is only around 7% of the national population.

The Hills and Mid Mountain Region

The region is situated between the Himalayan region and the Terai; occupied by the Mahabharat Range and Siwalik Range. It is a wide belt of land aligned east to west in the middle part of Nepal and comprises 68% of the country's land. This region is home to nearly half the population of the country. Kathmandu, the capital city, and the Project area are located in this region.

The Terai

The Terai is located south of the Siwalik Range, and is a flat area, forming the northern expansion of the Gangetic Plain in India. Although the region constitutes 17% of the country's land, it contains nearly half the national population.

2.11 Geomorphology

Physiographically, the Nepal Himalaya, from South to North has been divided into seven geomorphic zones by Tony Hagen (1969). However, Upreti (1999) modified this classification and defined as 1) Terai or Northern edge of the Gangetic Plain , 2) Churia Range or Siwaliks, 3) Dun Valleys, 4) Mahabharat Range, 5) Midlands, 6) Fore Himalaya, 7) Higher Himalaya, and 8) Inner and Trans Himalaya. Super Trishuli Hydropower project is located in Midlands and is bounded by the towering snow-clad Great Himalayan Ranges on the north and the Mahabharat Range on the south. The Midland Zone has an average width of 60 km and elevation varies between 200 and 3,000m. The Midlands characterized by low hills, river valleys, and tectonic basins that form the most important physiographic province of Nepal.

Geomorphologically, the project area lies in the Lesser Himalaya in Chitwan, & Gorkha Districts of Central Development Region of Nepal. The river Trishuli in the project area flows through a moderately wide valley towards NW and then takes a broad meander before attaining eastern course. The river along the broad meander has carved a wide valley with development of extensive depositional fluvial terraces on both river banks. The terraces are large and habitat or cultivated. These terraces host some of fairly large villages like Buttar, Taklun, Thokuwattar, Silintar etc on the right bank and Chumlintar, Kuringhat, Kurintar, Lewartar and Mugling on left bank. In general, topography of the area is rugged; the hill slopes on both the banks above the terraces are moderately steep to steep, moderately dissected and covered by moderately dense vegetation. The drainage pattern is semi-dendritic to dendritic and drainage density is medium. Prominent cross drainages joining the river Trishuli from the left bank within the area allotted include Chum Khola, Dahaki Khola, Barban Khola, etc whereas those joining from the right bank include Pan Khola, Shikhar Khola, Jiudi Khola and Marsyangdi River.

2.12 Geology

The Nepal Himalaya is situated in the central part of the Himalayan arc and covers about one third of length of Himalaya between Kumaon Himalaya in the west and the Sikkim-Bhutan Himalaya in the east. According to Upreti and Le Fort, 1999 the Nepal Himalaya can be subdivided into five major tectonic zones from south to north separated by thrusts. These are Indo-Gangetic Plain (Terai), Sub-Himalaya (Siwalik or Churia Group), Lesser Himalaya, Higher Himalaya, and Tibetan-Tethys Himalaya. The proposed Super Trishuli Hydropower Project is located in the Lesser Himalayan Zone between the Main Boundary Thrust (MBT) in the south and the Main Central Thrust (MCT) in the north. Generally two types of sequences namely autochthonous and allochthonous can be

distinguished in this Zone throughout the Himalayas. Rock sequences have developed with nappes, klippes and tectonic windows, which have complicated the geology. The Lesser Himalaya is made up of mostly the unfossilferous sedimentary and meta-sedimentary rocks, consisting of quartzite, phyllite, slate and limestone ranging in age from Pre-Cambrian to Miocene.

The project area is located within the well developed western closures of WNW-ESE trending Mahabharat Synclinorium, which is characterized by complex thrusting and mega folding. The area predominantly consists of pelitic, psammitic and calcareous meta-sediments.

The project area is characterized by the rocks belonging to the Lower Nawakot Group of the Nawakot Unit of Upreti, 1999 in the Lesser Himalayan part of central Nepal. The Nawakot Complex or Unit is further sub-divided into: Lower Nawakot Group and Upper Nawakot Group. The stratigraphy of the Lower Nawakot Complex is given below, which shows that the majority of the rock in the project area is phyllite and quartzite in addition to little dolomite, gritstone and conglomerate.

Unit		**Main Lithology**
Lower Nuwakot Complex	Dhading Dolomite	Stromatolitic Dolomite
	Nourpul Formation	Phyllite with Quartzite at basal part
	Dandagaon Phyllite	Phyllite
	Fagfog Quartzite	White Quartzite
	Kunchha Formation	Phyllite, Quartzite, Gritstones, Conglomerate

2.13 Seismicity of the Project Area

The proposed Super Trishuli Hydropower Project is located in Lesser Himalaya between MCT in the north and MBT in the south in central part of Himalayan Orogenic belt affected by several tectonic features. On the basis of complex tectonic setup and high seismic activity in the region, the seismogenic sources with respect to the site have been identified and applied to derive its impact on the site. Thus, keeping in view the seismo-tectonic setup of the region, the project area has been assigned to Zone-IV and in the vicinity of Zone-V as per Map of India Showing Seismic Zones(IS:1893-2002 (Part-1). The IS code assigns zone factor of 0.24 for Zone-IV and in the vicinity of Zone-V, referred to as very high damage risk zone that covers the areas with the highest risks zone with earthquakes of intensity MSK IX or greater. The IS code assigns zone factor of 0.36 for Zone V. The zone factor of 0.36 is

indicative of effective (zero period) peak horizontal ground accelerations of 0.36g (36% of gravity) that may be generated during MCE level earthquake in this zone. As per Seismic Zoning Map of Nepal, the project area is located in Zone B where Zone factor is between 0.9 and 1.0. According to Nepal Natural Hazards Risk Map (2011), the area falls on the boundary Zones with earthquake intensities VIII and IX-X on modified Mercalli scale.

However as the proposed project is located in high earthquake risk zone where there is 20% probability of exceeding intensity VIII on MM scale and PGA reaching 0.25g-0.30g, the site specific seismic coefficient is under progress.

2.14 Upstream & Downstream Development

Recently, Government of Nepal has completed Feasibility Study of Budhi Gandaki Storage Project. It is1200MW project proposed on Budhi Gandaki River, which is a right bank tributary of Trishuli river meeting it about 20km upstream of the Super Trishuli project.

2.15 Environmental Aspects

Detailed Environment Impact Assessment (EIA) studies for the project are completed and approved by Nepal Government. Total land requirement for the project is 72.68 ha, out of which submergence area at FRL El.275m is 62.67 ha. The length of reservoir is about 5km.There is no rehabilitation and resettlement involved in the project.

SALIENT FEATURES OF SUPER TRISHULI HEP 100 MW (2 x 33.3+1X33.4 MW)

Project Location

Country	:	Nepal
District, Zone	:	Chitwan(Narayani), Gorkha (Gandaki)
Development Region	:	Centre Development Region
Geographical Location		
Rivers	:	Trishuli
Type of Project	:	Run-of-River
Nearest Town	:	Kurintar, Phisling Bazar

Latitude	:	27°51’38.45’’ N
Longitude	:	84°38’38.31’’ E
Accessibility		
Kathmandu to Project Site	:	100 km
Nearest International (Nepal) Airport	:	Kathmandu
Hydrology		
River Basin	:	Narayani
Catchment area	:	11659 km^2
Rainfed Area	:	7609 km^2
Snowfed Area	:	4050 km^2
Maximum Discharge (Average Monthly)	:	2052.2 m^3/s
Minimum discharge (Average Monthly)	:	84.34 m^3/s
1 in 50 years flood Discharge	:	6979 m^3/s
1 in 500 years/ SPF flood Discharge	:	9882 m^3/s
Reservoir		
Full Reservoir Level (F.R.L.)	:	275.0 m a.s.l.
Minimum Draw-down Level (M.D.D.L.)	:	269.0 m a.s.l.
Gross Storage at FRL	:	5.91 Mm^3
Live storage	:	3.16 Mm^3
Length of submergence	:	5000 m
Area under submergence at FRL	:	62.67 Ha
River Diversion		
Diversion Arrangement	:	Diversion Arrangement
		Stage-1: Coffer dam to isolate area

		for 3-spillway bays on left side Stage-2: Coffer dam in continuation to divide wall to isolate 2-spillway bays and Powerhouse area
Diversion Discharge (one in 25 Year Non-monsoon)	:	1410 m^3/s
Diversion Discharge (one in 25 Year monsoon)	:	6112 m^3/s
Barrage (On Impervious foundation)		
Top of Barrage	:	277.0 m a.s.l.
Barrage width between abutment	:	97.0m
Barrage Sill Elevation at Barrage Axis	:	252.5m a.s.l.
Gate Type and Size (W x H)	:	5 Nos. Radial Gates; 13.2mx22.8m
Hoist Type and Capacity	:	Twin Hydraulic Hoist (2x175 T)
Stop log Type and Size (W x H)	:	Vertical lift slide type(8 units 13.2m x 2.85 m)
Trash Rack Structure		
No. of Trash rack bays	:	14Nos,
Trash rack size	:	10nos. panel of 4.0mx2.0m
Sill level of Trash rack	:	255m
Clear Opening between trash bars	:	150 mm
Total Nos. of unit	:	140
Intake		
Sill elevation of Intake Gates	:	243m a.s.l.
Design Discharge $Q_{29.3}$	:	725 m^3/s
Intake Emergency Gate	:	Vertical lift fixed wheel type

Intake Gate Size (WxH)	:	6 Nos. 5.0mx13m
Intake Stoplogs	:	Slide type
Intake Stoplogs overall Size (WxH)	:	5.0mx13m

Surface Powerhouse

Machine Hall Dimensions (W X H X L)	:	20.0m x 46.85m x 83.25m
Turbine Type	:	Bulb Type
Number of Units	:	3
El. of Turbine Runner Center Line	:	249.0 m a.s.l.
Rated Discharge per Unit	:	241.67 m^3/s
Turbine Speed	:	107.14 rpm
Gross Head	:	17.23 m
Rated Head	:	16.53m
Installed Capacity (2X x 33.33 +1X33.34 MW)	:	100MW
EOT Crane capacity (Power House)	:	1 Nos. 160/ 32 MT

Draft Tube Gates

Type of Gate	:	Vertical lift fixed wheel Type
Gate Size (W x H)	:	3 Nos. 9.6m x8.6m

Generator

Type	:	Bulb Type Hydro Generator
Number	:	3
Nominal speed	:	107.14 rpm
Generator Voltage / Frequency	:	11 kV / 50Hz
Power Load Factor (CosØ)	:	0.9

Step Up Transformer

Phase	:	3
Voltage Ratio	:	11kV/ 220kV
Rating	:	41MVA

Tailrace Channel

Width	:	58m
Outlet sill elevation	:	254.0 m.a.s.l

Switchyard

Type	:	GIS
Interface	:	Switchyard
Area (L x W)	:	49.0 m x 26.0m
Construction Period	**:**	Four Years

Appendix-B
PRE-QUALIFICATION FORMS

[Letterhead paper of the Applicant, or lead Partner responsible for a Joint Venture]

LETTER OF APPLICATION

Date: .....

Blue Energy Private Ltd.

……
……
……

Sirs,

1 Being duly authorized to represent and act on behalf of <*Name of Applicant* *[1]> ..... (hereinafter "the Applicant"), and having reviewed and fully understood all the prequalification information provided, the undersigned hereby apply to be pre qualified by yourself as bidder for the following contract(s) under Super Trishuli Hydro Power Project (100 MW).

Package 3: **BEPL/PKG-3:** EPC Execution of Civil Works covering Part Infrastructure Works, Diversion Arrangement, Barrage, Intake, Powerhouse and Other Appurtenant Works including associated Hydro Mechanical Works.

2 Attached to this letter are copies of original documents defining:

A. the Applicant's legal status;

B. the principal place of business; and

C. the place and date of incorporation.

3 You and your representatives are hereby authorized to conduct any inquiry to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative of any institution referred

*[1] *In case of Joint Venture, list all partners of the Joint Venture.*

to in the supporting information, to provide such information deemed necessary and requested by yourselves to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.

4 You and your representatives may contact the person(s) indicated in the Application Form-1 for further information. The undersigned is (are) fully authorised to act on behalf of the Applicant.

5 This application is made in the full understanding that:

A. Any information submitted with this pre-qualification can be verified by you at any time or any stage of the tendering process;

B. You without assigning any reasons thereof reserve the right to:

i. amend the scope of works to be tendered; and

ii. reject or accept any Application, and

iii. cancel the Pre-qualification process, and/or reject any/all Applications.

C. You and your personnel and agencies shall not be liable for any such actions at Clause 5 A and B above and shall be under no obligation to inform the Applicant of the grounds for them.

Applicants who are not joint ventures should delete paras. 6 and 7 and applicants who do not wish to associate a sub-contractor should delete para 8.

---

6 Appended to this application, we give details of the participation of each party, including the responsibilities for execution of the contract.

7 We confirm that in the event of our bidding for the Project, the Bid as well as any resulting contract will be legally binding on all Partners, jointly and severally.

8 We also confirm that we shall be submitting the Joint Deed of Undertaking with our Sub-Contractor(s)at the time of submission of Techno-commercial bid.

9 The undersigned declare that the statements made and the information provided in the duly completed application are complete, true, and correct in every detail.

Signature	Signature	Signature
_____	_____	_____
Name For and on behalf of (Name of Applicant	Name For and on behalf of (Name of Partner-1 JV)	Name For and on behalf of (Name of Partner-2 JV) or Lead Partner of a Joint Venture)

Notes:

a. Power of attorney for signatories should be attached to this letter.

b. Words indicated in italics in this letter form should be omitted in the Applicant's letter.

APPLICATION FORM - 1 PAGE ___ OF ___ PAGES

GENERAL INFORMATION

All individual firms (including sub contractor) and each Partner of a Joint Venture applying for prequalification are requested to complete the information in this form.

The Applicant may propose sub-contractor(s) as per the Instructions.

1.	Name of firm	*In* case of Joint Venture: ( ) Lead Partner ( ) Partner ( ) Sub-Contractor
2.	Head office address	Country:
3.	Telephone Fax Email	Contact Person(s) Name Title/Position
4.	Place of incorporation / registration Date	
5.	Legal status of firm (along with copies of original documents, establishing the same)	Field of specialty in business
6.	Nationality of majority of owners or share-holders	Number of management executives Persons
7.	Number of present permanent employees: Name of Country Home country Overseas branch 1 Overseas branch 2 All other branches	(unit: persons) Civil Engineers / Other Engrs. / Non-Engineering
8.	Quality assurance system in head office	Certified by:
9.	Agent or representative in Nepal or neighboring country Name Address Telephone	(if exists) Fax & Email

Date Signature

APPLICATION FORM - 2 PAGE ___ OF ___ PAGES

SOLE APPLICANT/JOINT VENTURE RECORD

Name of Company (Sole Applicant) or Partner of a Joint Venture

Use a separate sheet for each Partner of a Joint Venture

Financial Data

FISCAL YEAR	TURNOVER (Currency)/Eq. US$	PROFITABILITY (Currency)/Eq. US$	NETWORTH (Currency)/Eq. US$	Current Ratio
1.				
2.				
3.				
4.				
5.				

Date Signature

Note : For conversion to US$, the exchange rate at the end of the respective accounting year shall be considered.

APPLICATION FORM - 2A PAGE ___ OF __ PAGES

JOINT VENTURE SUMMARY

In case of Joint Venture, this form is requested to be filled and attached to Form 2

1. Members of Joint Venture

Names of all Partners of a Joint Venture		Proposed Participation Share (%) *	Proposed Scope of Work
1. Lead Partner			
2. Partner-1			
3. Partner-2			

* - Indicate participation in terms of responsibility in respect of planning, designing, deployment of key personnel and execution of the works of the lead partner of the Joint Venture and of each of the Joint Venture partners.

2. Summary of Financial Data

Total value of annual turnover, in terms of work billed to clients, in US$ equivalent converted at the rate of exchange at the end of the period reported:

		Annual Turnover/Net Worth/Profitability(US$ equivalent) and Current Ratio – Summary				
Partner	Form 2 Page no.	Year 1	Year 2	Year 3	Year 4	Year 5
1. Lead Partner						
2. Partner-1						
3. Partner-2						
Total						

(Separate tables for summarizing Turnover, Net worth, Profitability and Current Ratio may be generated)

Date	Signature by Lead Partner	Signature Partner-2	Signature Partner-3

Annex-1 to Form 2A

FORM OF UNDERTAKING BY EACH PARTNER OF JOINT VENTURE

To,

Blue Energy Private Limited,

Sir,
Sub: Pre-qualification under International Competitive Bidding vide PQ Notice No…… dated……..issued by Blue Energy Private Limited ("BEPL").
With reference to the above, _____ a Company incorporated under the laws of ……., on date --------and having its registered office at…….. has submitted its application for qualification for the said Pre-qualification. We have expressed our intention to form an unincorporated Joint Venture/ consortium with _____ as the Lead Partner/Other Partner for execution of EPC Contract ("CONTRACT") for Civil works Package-3 for Super Trishuli Hydro Power Project of 100 MW capacity *located in Chitwan & Gorkha districts in the Central Development Region of Nepal.* Our proposed Scope of Work shall be as mentioned herein below:

_____

_____

If we are pre-qualified along with _____ as the Lead Partner/Other Partner, we hereby undertake to form an unincorporated Joint Venture along with the lead partner/other partner and submit our bid for the contract for performing our Scope of Work as defined above. Further if the Contract is awarded to the unincorporated Joint Venture, we undertake to enter into appropriate Contract along with the lead Partner/other partner with BEPL and perform the said Contract.

Further, we understand and undertake that our joint venture configuration will generally meet the requirements stipulated in the format attached herein.

Thanking You,
Yours faithfully,
For …….

Authorized Signatory
Note: To be submitted by each of the Partner on company letter head with a copy of Power of Attorney

Annex-2 to Application Form 2A

FORM OF JOINT VENTURE AGREEMENT

(This format is for information and to be submitted along with the Bid)

(To be executed on Non Judicial stamp paper of appropriate value as applicable in Nepal)

This Joint Venture Agreement made and entered into on this ---------- day of ----------, 20...

BY AND BETWEEN

----------(Name of the Lead Partner) a Company incorporated under the laws of ---------- **(Name of the Country)** with its Head/Registered Office at ---------- **(Address of the Head/Registered Office)*** and a place of business in ---------- **(Address of place of business) hereinafter referred to as "The Lead Partner" which expression unless otherwise repugnant hereto includes its successors, administrators, and permitted assigns thereof,** represented by **Mr. ---------- (Name of Authorized signatory(ies).**

AND

----------(Name of the other Partner) a Company incorporated under the laws of ---------- **(Name of the Country)** with its Head/Registered Office at ---------- **(Address of the Head/Registered Office)*** and a place of business in **---------- (Address of place of business)** hereinafter referred to as Partner-1 which expression unless otherwise repugnant hereto includes its successors, administrators, and permitted assigns thereof, represented by Mr. ---------- (Name of Authorized signatory (ies).

AND

----------(Name of the other Partner) a Company incorporated under the laws of **---------- (Name of the Country)** with its Head/Registered Office at ---------- **(Address of the Head/Registered Office)*** and a place of business in **---------- (Address of place of business**) hereinafter referred to as Partner-2 which expression unless otherwise repugnant hereto includes its successors, administrators, and permitted assigns thereof, represented by Mr. ---------- (Name of Authorized signatory (ies).

All and/or each of them hereinafter referred to as "the Parties" or "The Lead Partner or Partner-1 or Partner-2" as the case may be.

WITNESSETH

WHEREAS Blue Energy Power Private Ltd., a Company incorporated under the Companies Act having its Registered Office at Yak & Yeti Hotel at Durbar Marg, Kathmandu, Nepal (hereinafter called the "Owner" which expression shall include its successors, executors and permitted assigns) has solicited bids from parties pre-qualified on the basis of Global Invitation for Pre-qualification vide PQ Notice No. **BEPL/PQ-01** dated **15.10.2018** for the execution of Package-3 (BEPL/PKG-3): EPC Execution of Civil Works covering Part Infrastructure Works, Diversion Arrangement, Barrage, Intake, Powerhouse and Other Appurtenant Works including associated Hydro Mechanical Works for Super Trishuli Hydropower Project of 100 MW capacity located in Nepal (hereinafter referred to as "the Works") and the above Parties are one of the pre-qualified parties**.**

WHEREAS the Parties are interested in jointly preparing and submitting a Bid for BEPL/PKG-3 of the Project as an unincorporated Joint venture.

Article 1.0 PURPOSE OF THIS AGREEMENT

1.1 The purpose of this Agreement is to define the principles of collaboration among the Parties to:

- Prepare and submit Bid to the Owner for the execution of ***Package-3: EPC Execution of Civil Works covering Part Infrastructure Works, Diversion Arrangement, Barrage, Intake, Powerhouse and Other Appurtenant Works including associated Hydro Mechanical Works*** as an unincorporated Joint Venture.
- Negotiate and sign Contract in case of award.
- Provide and perform the Works in accordance with the Contract.

1.2 NAME

For the purpose of participating in the Bid, the name of the Joint Venture shall be "_____".

Article 2.0 LEGAL RELATIONSHIP OF THE PARTIES

2.1 This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the Owner for bid submission for ***Package-3: EPC Execution of Civil Works covering Part Infrastructure Works, Diversion Arrangement, Barrage,***

Intake, Powerhouse and Other Appurtenant Works including associated Hydro Mechanical Works to be performed pursuant to the Contract and shall not extend to any other activities.

2.2 The Parties shall be jointly and severally responsible and bound towards the Owner for the performance of the Works in accordance with the terms and conditions of the Bid document and/or Contract.

Article 3.0 LEADERSHIP

---------- (Name of the Lead Partner) shall act as Leader of the Joint Venture. As such, it shall act as the coordinator of the combined activities of the Parties and shall carry out the following functions:

3.1 To ensure the technical, commercial and administrative co-ordination between the Parties for submission of the Bid to the Owner.

3.2 To lead the contract negotiations with the Owner.

3.3 The Lead Partner is authorized to receive instructions and incur liabilities for and on behalf of any or all Parties.

3.4 In case of an award of Contract, act as channel of communication between the Owner and the Parties to execute the Contract

Article 4.0 SCOPE OF WORK AND SERVICE OF EACH PARTY

The Scope of Work to be performed by each Party shall be as herein below:

4.1 **Scope of Work and Service:**

The Scope of Work and service for each Party shall be as follows:

4.1.1 …… (**Name of Lead Partner**) shall be responsible for the following (Define the scope of Works):-

-
-
-
-

4.1.2 …… (**Name of Partner-1**) shall be responsible for the following (Define the scope of Works):-

-
-

4.1.3 …… (**Name of Partner-2**) shall be responsible for the following (Define the scope of Works):-

-
-
-
-

4.2 Participation Share of each Partner

Lead Partner	……. %
Partner-1	……. %
Partner-2	……. %

4.3 Capital Contribution to be made by each Party for the Works

Lead Partner	……. %
Partner-1	……. %
Partner-2	……. %

4.4 Financial Commitment of each Party in terms of Contract Value

Lead Partner	……. %
Partner-1	……. %
Partner-2	……. %

Article 5.0

All bills shall be raised in the name of _____(Name of Joint Venture as appearing in Article 1.2 above) and the Payment shall be made in the name of the Joint Venture.

OR*

The bills will be raised by the respective Party and the payments shall be made in the name of each Party proportionate to the financial commitment of each Party as defined under Article 4.4 above.

(strike out whichever is not applicable)*

Article 6.0 SECURITIES

Securities in the form of Bank Guarantees, required under the Bid document and/or Contract shall be provided in the name of the Lead Partner of Joint Venture.

Article 7.0 LIABILITY

7.1 **LIABILITY OF THE PARTIES WITH RESPECT TO CLAIMS OF THE OWNER**

Each of the Parties shall be jointly and severally liable to the Owner for the Performance of the Work under the terms of the Contract.

Article 8.0 DURATION OF THE AGREEMENT

This Agreement is valid until end of Defect Liability Period of the Contract and full and final settlement of all accounts and disputes, if any, between the Parties and the Owner, except

a) if the Owner has decided previously not to award the Contract to the Parties, or

b) if one of the parties is declared bankrupt,

in which case the Parties are free from any obligation under this Agreement.

IN WITNESS WHEREOF, this agreement executed on the _____day of _____ (month) 20____ by the duly authorized representatives of the parties hereto.

NOTARY

FOR AND ON BEHALF OF M/S _____

(Lead Partner)
Name:
Seal:

FOR AND ON BEHALF OF M/S _____

(Other Partner)
Name:

Seal:

Note: This form shall be initialed by all the partners (who intend to qualify as a JV) while submitting the Application and the same shall be executed and submitted with the Bid in case the parties are pre qualified to Bid.

APPLICATION FORM-3 PAGE ____OF____

TECHNICAL EXPERIENCE RECORD

Name of the Company (Sole Applicant); Partner of a Joint Venture and/or Sub-Contractor(s):

On a separate page, using the format of Form-3A, 3B, and 3C, the Company (Sole Applicant); Partner of a Joint Venture and/or Sub-Contractor(s) is requested to list all contracts of a similar nature and complexity to the contract for which the Applicant wishes to qualify. The value should be based on the currencies of the Contract(s) converted to US$, at the date of substantial completion and present day value for current Contract(s).

The experience should include the details meeting the Technical Criteria listed under Para 3.3.1 in a chronological order.

The information in Form-3A/B/C to be summarised in the table form as shown below.

Summary – Experience of Similar Nature and Complexity:

Name of Project (Reported on Form-3A, 3B and 3C)	Country	Name of Contract	Contractor's role (Lead Partner of Joint Venture or otherwise)	Contract value in million US$*	Year of start - Year of schedule completion/ actual completion	Page Reference Nos. of detailed data sheets
1.						
2.						
3.						
4.						
5.						

Date_____ Signature_____

* i) Exchange rate as on date of award of Contract.

ii) Mention exchange rate adopted.

NB: To attach detailed data sheet to substantiate experience.

Similar/relevant experience in Nepal or/and the Indian Subcontinent could be separately listed with year & place of execution.

APPLICATION FORM - 3A

DESIGN AND ENGINEERING

A. BEPL/Package-3 (Ref: 3.3.1.1)

S. NO.	Particulars of Hydroelectric Projects where Consultancy Provided	Project Particulars			Page Reference No. of data sheets
		Name and Address of Client, Location of Project etc.	**Installed Capacity (MW)**	**Start Date-End Date***	
a)	Name of hydroelectric project where the firm has provided design and engineering services				
b)	Experience in detailed design and engineering of following components in a completed project:	**Name of structure and Project which has been designed by the firm along with start and completion year**			
i.	Barrage / Concrete Dam of a minimum height of 25m				
ii.	Engineering of a powerhouse.				
iii.	Hydraulic structures associated with a hydroelectric project				

*At least one project should have been completed and performing satisfactorily.

(Indicate the page reference Nos. of the detailed data sheets for the given examples)

APPLICATION FORM - 3B PAGE ___ OF ___

CIVIL WORKS

A. BEPL/Package-3 (Reference 3.3.1.2)

SUMMARY OF FULFILMENT OF PREQUALIFICATION CRITERIA FOR EXPERIENCE

S. No.	PQ Criteria	Details of works in which the Applicant meets the PQ criteria	Reference (Page No.)
a)	General Experience Experience, as prime contractor or as a partner in a joint venture, of executing a major civil structure in a Water Resources Project for a period of at least five (5) years in preceding fifteen (15) years.		
b)	Specific Experience Experience of executing in the last 20 years, the following components in ongoing/completed project(s):		
1.	**Dam**		
	River diversion works – experience of successfully executing river diversion scheme by construction of cofferdam under flowing water condition within the river and isolating the river partly, having total fill placement (all type) of 70,000 m^3 in the seasonal pattern similar to that of in the project area.		
(i)	Completion of one barrage /concrete dam of 25 m height and performing satisfactorily		
(ii)	An average concrete placement rate of 20,000 m^3 per month spread over a continuous period of 6 months.		
2.	**Powerhouse**		
(i)	Completion of a powerhouse in a hydroelectric project of at least 100 MW capacity.		

APPLICATION FORM - 3C PAGE ___ OF ___

HM WORKS

A. BEPL/Package-3 (Reference 3.3.1.3)

SUMMARY OF FULFILMENT OF PREQUALIFICATION CRITERIA FOR EXPERIENCE

S. No.	PQ Criteria	Details of works in which the Applicant meets the PQ criteria	Reference (Page No.)
a)	General Experience Experience as prime contractor or as partner in a joint venture of executing Hydro-mechanical EPC contract(s) valuing US Dollar 10 million or equivalent in last 15 years.		
b)	Specific Experience Successful experience for the following hydro-mechanical items and/or works in the preceding 20 years:		
(i)	Designing, manufacturing, supply, erection, testing and commissioning of Radial Gate operated by Twin Hydraulic Cylinders, having a value of A x H $\geq$5750 and H$\geq$18 m.		
(ii)	Designing, manufacturing, supply, erection, testing and commissioning of Vertical lift gate having a value of A x H $\geq$ 2100 and H $\geq$25 m.		

APPLICATION FORM - 4 PAGE ___ OF ___ PAGES

CURRENT CONTRACT COMMITMENTS / WORKS IN PROGRESS

Name of the Company (Sole Applicant); Partner of a Joint Venture and/or Sub-Contractor(S)

Applicants should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion.

Name of contract	Description of works	Stipulated date of completion	Contract Value (equivalent US$)*	Value of outstanding work (US$ equivalent)*	Estimated completion date
1.					
2.					
3.					
4					
5					
6.					
7.					
8.					
9.					
10.					

* i) Exchange rate as on date of award of Contract.

ii) Mention exchange rate adopted.

Date Signature

APPLICATION FORM - 5 PAGE ___ OF ___ PAGES

FINANCIAL DATA

Name of the Company (Sole Applicant) and Partner of a Joint Venture.

Applicants, including each Partner of a Joint Venture, should provide financial information to demonstrate that they meet the requirements stated in the Instructions to Applicants. Each Applicant or Partner of a Joint Venture must fill in this form. If necessary, use separate sheets to provide complete banker information. A copy of the audited balance sheets should be attached.

Banker	Name of banker	
	Address of banker	
	Telephone Fax/ email	Contact name and title

Summarize actual assets and liabilities in US $ equivalent (at the rates of exchange current at the end of each year) for the previous five (5) years. Based upon known commitments, summarize projected assets and liabilities in US $ equivalent for the next two years.

Financial information in US$ equivalent	Actual : Previous five years					Projected : Next two years	
	1	2	3	4	5	1	2
1. Total assets							
2. Current assets							
3. Total liabilities							
4. Current liabilities							
5. Profits before taxes							
6. Profits after taxes							

(Attach audited financial statements for the last five years (for the individual applicant or each partner of a Joint Venture). The figures quoted must be appropriately flagged in the financial statements to identify them. Adopted exchange rates to be specified along with their source).

Firms may submit their balance sheets certified by a registered accountant, and supported by copies of tax returns, if audits are not required by the laws of their countries of origin.

Date Signature

APPLICATION FORM - 6 PAGE ___ OF ___ PAGES

QUALITY ASSURANCE

Name of the Company (Sole Applicant); Partner of a Joint Venture and/or Sub-contractor(s):

Applicant should provide the information on quality assurance system and a typical set up of his organization.

A. Description on Applicant's Quality Assurance System

B. Organisation Chart

- Base Office (Design office/Procurement office/Manufacturing unit, as the case may be)
- Site

C. Narrative Description of Organisation Chart

D. Description of Relationship between Base Office and Site Management

Date Signature

APPLICATION FORM – 7 PAGE ___ OF ___ PAGES

LETTER OF UNDERTAKING

No: …… Date:……..

To,

Blue Energy Private Ltd……..

…….

Dear Sirs,

We, M/s…….. having registered office at ……do hereby undertake that in case Contract for execution of Work ……..(Name of Work) is awarded to M/s …….. ("Applicant"), we shall execute the "_____" being a part of the Work (the components of the Work for which the Applicant has proposed to associate the sub-contractor), as sub-contractor to M/s……. (Name of the Applicant) and we shall be responsible for successful completion of the portion of Work covered under our scope in the sub-contract with the Applicant.

We do hereby also confirm that we are not participating as a partner of a Joint Venture against the above Invitation to Bid.

Yours faithfully,

For & on behalf of M/s. ……..

(Name & Address of the Sub-Contractor)

Authorised Signatory

(Office Seal)

Station: Date:

Note: This letter of authorization should be on the letterhead of the Sub-Contractor and should be signed by a person having the Power of Attorney, copy of which shall be enclosed. The above letter shall be uniformly applicable to all Applicants proposing a sub-contractor for any of the Design & Engineering/ Civil/ HM Works. The same shall be executed and submitted along with **PQ Application.**

APPLICATION FORM - 7A PAGE ___ OF ___ PAGES

PROFORMA OF JOINT UNDERTAKING BY THE SUB-CONTRACTOR AND THE EPC BIDDER/CONTRACTOR

(TO BE EXECUTED ON NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE AS APPLICABLE IN NEPAL)

THIS DEED OF UNDERTAKING executed this ……. day of Two Thousand and …… by M/s. …….., a Company incorporated under the laws of …… and having its Registered Office at …….. (hereinafter called the "Sub-Contractor" which expression shall include its successors, executors and permitted assigns), and M/s……., a Company incorporated under the laws of ……. having its Registered Office at ……. (hereinafter called the "Contractor" which expression shall include its successors, executors and permitted/ assigns) in favour of Blue Energy Private Ltd., a Company incorporated under the Companies Act, 1956 having its Registered Office at Yak & Yeti Hotel at Durbar Marg, Kathmandu, Nepal, (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the subject or context or meaning thereof include its successors, administrators, executors and permitted assigns);

WHEREAS the "Owner" has invited Bids vide its Invitation No. …….. for EPC execution of Super Trishuli Hydropower Project, BEPL/Package-3.

AND WHEREAS ITB Clause No. ..., Section …, of …, Vol.–… (*reference of tender clause to be mentioned, when executed)* forming part of the Bid Documents inter-alia stipulates that a Bidder may associate Sub-Contractor for certain component of Works in which the Bidder does not have the relevant experience provided the proposed Sub-Contractor has been pre-qualified for a particular component and that the Bidder along with its Sub-Contractor shall be jointly and severally bound and responsible for the successful performance of the component Works proposed to be executed by the Bidder along with its Sub-Contractor in the event the bid submitted by the Bidder is accepted by the Owner resulting in a Contract (hereinafter referred to as the "Contract").

AND WHEREAS the Bidder has submitted its Bid to the Owner vide Reference No. ……..…..…… dated ……. based on the association of the Sub-Contractor.

NOW THEREFORE THIS UNDERTAKING WITNESSETH as under:

1.0 In consideration of the award of Contract by the Owner to the Bidder (hereinafter referred to as the "Contractor") we, the Sub-Contractor and the Contractor do hereby declare that we shall be jointly and severally bound to the Owner, for the successful performance of the sub-contracted portion of Works. The details of proposed sub-contracted portion of Work and the time schedule is enclosed hereto as Annexure "A".

2.0 Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the Sub-Contractor in particular hereby agrees to deploy and depute its technical personnel, equipment, manpower and/or other resources on continual basis throughout the construction period of the proposed sub-contracted Works and to discharge the obligations of the Sub-Contractor under the Contract in accordance with the Annexure "A" hereto.

3.0 Notwithstanding anything contained, it is hereby clarified that the responsibility for carrying out the entire Scope of Work under the Contract shall vest with the Contractor.

4.0 Apart from the Contractor's Performance Guarantee, the Sub-Contractor shall furnish as security, a Contract Performance Guarantee from its Bank in favour of the Owner in a form acceptable to the Owner. The value of such guarantee shall be equivalent to 2.5% of value of the sub-contracted Works as identified in the Contract awarded by the Owner to the Bidder/Contractor and it shall be an additional guarantee for faithful performance/compliance of this Deed of Undertaking in terms of the Contract. The guarantee shall be unconditional, irrevocable and valid till the Completion Certificate as provided in the Contract is issued by the Owner. The Bank Guarantee amount shall be payable to the Owner on demand without any reservation or demur.

5.0 We, the Sub-Contractor and the Bidder/Contractor agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract and further agree that this Undertaking shall continue to be enforceable till it is discharged by the Owner. It shall become operative from the Effective Date of the Contract.

6.0 This Deed of Undertaking shall be construed and interpreted in accordance with the laws of Nepal and the Courts in Kathmandu shall have exclusive jurisdiction in all matters arising under the Undertaking. Any dispute arising under this Undertaking shall be referred to arbitration in accordance with UNCITRAL Venue of arbitration shall be Kathmandu.

IN WITNESS WHEREOF, the Sub-Contractor and the Bidder/Contractor have through their Authorised Representatives executed these presents and affixed Common seals of their respective Companies, on the day, month and year first above mentioned.

WITNESS	For Sub-Contractor
1. …….….	Signature of Authorized
(Signature)	(Representative)
(Name in Block Letter)	Name …….....……
(Office Address)	Common Seal of Company
	……...……
	For Bidder/Contractor
2. ……...….	Signature of Authorized
(Signature)	(Representative)
(Name in Block Letter)	Name....…….
(Office Address)	Common Seal of Company

Please Note: The above proforma shall be uniformly applicable to all Applicants proposing a Sub-Contractor for any of the Design & Engineering/ Civil/ HM Works. The same shall be initialed by the Applicant and the proposed Sub-Contractor while submitting the Application and the same shall be executed and submitted with the Bid.

ANNEXURE "A" TO APPLICATION FORM 7A PAGE ___ OF __ PAGES

DETAILS OF SUB-CONTRACT WORK

S. No.	Particulars of Sub-contract portion of work	Contract Value**	Time for Completion
		--	
		--	
		--	

(Each Sub-Contractor shall fill in the above details and attach to the Joint Undertaking)

WITNESS

1. …….….
(Signature)

(Name in Block Letter)
(Office Address)

2. ……...….
(Signature)

(Name in Block Letter)
(Office Address)

For Sub-Contractor

Signature of Authorized
(Representative)

Name …….....…….
Common Seal of Company
……...……

For Bidder/Contractor

Signature of Authorized
(Representative)

Name....…….
Common Seal of Company

** Contract value should be confirmed by means of an amendment to this Annexure "A" to Application Form 7A.

APPLICATION FORM - 8 PAGE ___ OF __ PAGES

UNDERTAKING FROM PARENT/HOLDING COMPANY FOR DESIGN & ENGINEERING SERVICES

(On the letter head of Parent/Holding Company)

No: …… Date:……..

To,

Blue Energy Private Limited,

Sub: Pre-qualification under International Competitive Bid vide PQ Notice No…… dated……..issued by Blue Energy Private Limited ("BEPL").

We, M/s…….. (Name of the Parent/Holding Company) having registered office at ……(Address of the Parent/Holding Company) do hereby undertake that in the event contract for work……..(Name of work) is awarded to M/s …….. (Name of the Subsidiary company) who is participating in your Pre-qualification process as a Joint Venture partner/sub-contractor, along with ……(mention name of the Lead Partner/EPC Contractor), we shall provide the full support for technical and financial requirements for the Design & Engineering Services (the scope of work of subsidiary company) and we shall be responsible for the successful completion of the scope of services of M/s…… (Name of the Subsidiary company).

In case the Applicant, M/s …….(Name of Subsidiary company) is pre-qualified and awarded the Contract for execution of the Work, we hereby undertake to enter into an agreement with the Owner on the lines of the format enclosed herein before execution of the main Contract Agreement between EPC Contractor and BEPL.

We do hereby also confirm that we are not participating either as a sole Applicant or as a partner of a Joint Venture against the above Invitation for Prequalification.

Yours faithfully,
For & on behalf of M/s. ……..
(Name & Address of the Parent/Holding Company)
(Office Seal)
Station:
Date:

Enclosed: Format of Parent/Holding Company Agreement

Note: *This Letter of undertaking should be submitted along with PQ Application and should be on the letterhead of the Parent/Holding Company. It should be signed by a person competent and having the Power of Attorney to bind the Parent/Holding Company. Power of Attorney in favour of this person to do so together with the authority of its executant be enclosed with this Letter of Undertaking.*

APPLICATION FORM - 8A PAGE ___ OF __ PAGES

PARENT/ HOLDING COMPANY AGREEMENT

THIS AGREEMENT IS MADE on this the…… th. day of …… between Blue Energy Private Ltd (BEPL), a company incorporated under the laws of Nepal and having its registered office at Yak & Yeti Hotel complex at Durbar Marg (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the subject or context or meaning thereof include its successors, administrators, executors and assigns) of the one part; and ……(name of Parent/Holding Company) a company organized and existing under the laws of…… and having its Principal Office at ……. (Hereinafter referred to as the "Parent/Holding Company" of the Joint Venture Partner/Sub-Contractor M/s ……which expression shall unless repugnant to the subject or context or meaning thereof include its respective successors, administrators, executors and assigns) of the other part;

WHEREAS the Owner intends to award a Contract on …..for the execution of …… (name of work package) for Super Trishuli Hydro Power Project in Nepal (hereinafter referred to as the "Contract") to ……(name of the Joint Venture or Sole Contractor) incorporated under the laws of …….(country, for each member in case of JV) having its registered office at ……(hereinafter referred to as the 'EPC Contractor which expression shall unless repugnant to the subject or context or meaning thereof include its successors, administrators, executors and permitted assigns);

WHEREAS on the Parent/Holding Company's commitment to provide full support for technical and financial requirements and be responsible and liable for successful completion of the Work of M/s …….(name of Subsidiary Company, hereinafter referred to as the "Subsidiary")] on the Contract being awarded to the EPC Contractor;

And whereas, in consideration of the aforesaid commitment, the Parent/Holding Company hereby enters into this agreement with the Owner for providing full support for technical and financial requirements to its Subsidiary and be responsible and liable for successful performance and completion of the woks described in the said Contract on the following terms and conditions:

NOW THEREFORE THE PARTIES HERETO HEREBY AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement except where the context otherwise requires, the following expressions shall have the meaning hereinafter respectively assigned to them:

2. "Contract" shall mean the Contract to be entered into between the Owner and the EPC Contractor for the execution of the Work described therein of the Super Trishuli Hydro Power Project in Nepal based on the Letter of Intent dated ……issued by the Owner.

3. The Parent/Holding Company hereby agrees to ensure due and faithful performance of the obligations and liabilities by Subsidiary under the Contract/Sub-Contract (as the case may be) and remain responsible to irrevocably and unconditionally provide full technical and financial support to Subsidiary for completion of the works covered under the Contract/Sub-Contract. The provisions of Contract/Sub-Contract shall mutatis-mutandis apply to the Parent/Holding Company.

4. In the event of breach and/ or failure on the part of the Subsidiary to perform or fulfill any of its obligations and liabilities under the Contract/Sub-Contract, the Owner may at its discretion call upon the Parent/Holding Company and the Parent/Holding Company shall be obliged to execute and perform or cause to be executed and performed and to satisfy the obligations and liabilities of the Subsidiary under the Contract/Sub-Contract in accordance with the terms and conditions thereof.

5. It is agreed that the obligations undertaken by the Parent/Holding Company hereunder shall be performed by it notwithstanding any difference or dispute between the Owner and the EPC Contractor or between the EPC Contractor and the Sub-Contractor pending before any court, tribunal, arbitration or any other authority or forum.

6. This Agreement shall come into force and effect immediately and shall remain in force and effect till the date of expiry of the Defects Liability Period by the Owner pursuant to the Conditions of the Contract.

7. This Agreement shall be interpreted and be governed under the Laws of Nepal. The Courts in Kathmandu shall have exclusive jurisdiction in all matters arising under the Undertaking. Any dispute arising under the Undertaking shall be referred to arbitration in accordance with UNCITRAL rules & regulations. Venue of arbitration

shall be Kathmandu. The decision of the arbitrator shall be final and binding upon the Parties. The language of arbitration shall be English.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS HEREUNTO ON THE…… DAY ……. MONTH AND ……YEAR FIRST ABOVE WRITTEN AT ……, NEPAL.

For and on behalf of the Owner
(through authorized representative)

For and on behalf of the Parent/ Holding Company
(through duly authorized representative)

Witnesses:

1.

2.

Witnesses:

Note: This agreement format shall be initialed and enclosed with the Undertaking of PQ Application as a token of acceptance of its terms & conditions by the Parent/Holding Company. The agreement shall be executed and submitted before signing of the EPC Contract. The Agreement will come in to force once the Contract is signed.

APPLICATION FORM - 9 PAGE ___ OF ___ PAGES

ADDITIONAL INFORMATION

NAME OF THE CONSTRUCTION COMPANY (SOLE APPLICANT); PARTNER OF A JOINT VENTURE AND/OR SUB-CONTRACTOR(S):

Add any further information that the Applicant considers to be relevant to the evaluation of application for prequalification. If the Applicant wishes to attach other documents, list them below.

Applicants should enclose the financial details of the proposed sub-contractors as sought in the Instructions.

APPLICATION FORM - 10 PAGE ___ OF ___ PAGES

LIST OF APPLICATION FORMS

Name of the Company (Sole Applicant); Partner of a Joint Venture and/or Sub-contractor(s):

Indicate total number of pages for each Form submitted with application.

Form No.	Title	Nos. of Pages
	Letter of Application	
1	General Information	
2	Sole Applicant/Joint Venture Record	
2A	Joint Venture Summary along with Undertaking by each Partner of JV and format for JV Agreement	
3 (incl. 3A, 3B & 3C)	Technical Experience Record	
4	Current Contract Commitments/Works in Progress	
5	Financial Data	
6	Quality Assurance	
7	Letter of Undertaking by the Sub-Contractor (including format for Joint Deed Undertaking and its Annexure “A”)	
8	Undertaking from Parent/Holding Company (including Parent company agreement format)	
9	Additional Information	
10	List of Application Forms	

Date _____ Signature_____