

एसजेवीएन अरुण-३
पावर डेवलपमेण्ट कम्पनी (प्रा.) लि.
(भारत सरकार र हिमाचल सरकारको संयुक्त कम्पनी,
एसजेवीएन लिमिटेड बाट स्थापित कम्पनी)



SJVN Arun-3
Power Development Company (P.) Ltd.
(A company promoted by SJVN limited,
joint venture of Govt. of India and Govt. of H.P.)

No.: SAPDC/CE (P&C)/PPR-82/2018-912

Dated: 11.11.2018

NOTICE INVITING QUOTATIONS (NIQ)

Sealed quotations are herewith invited by SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC/Employer) from the eligible Bidder/Suppliers of Nepal for “**Rate Contract for supply of Tonner/Cartridges for Printer & Photocopiers installed at SAPDC Office complex at Tumlingtar for a period of one year**” (PPR-82)” as per the details provided here-in-below:-

| Sr. no | Description | Remarks |
|--------|--------------------------|---------------------------|
| 1. | Scope of Work | Refer Annexure 'A' |
| 2. | Bill of Quantities (BOQ) | Refer Annexure 'B' |
| 3. | Integrity Pact | Refer Annexure 'C' |

TERMS & CONDITIONS (T&C):

1. Minimum Qualifying Requirements:-

- a. The firm/bidder should be manufacturer/authorised distributor/authorised supplier/authorised reseller for item (s) for which Bidder is submitting bid. In addition to above, the suppliers who deal in IT/Electronic equipments can also participate in bidding subject to furnishing of a certificate from authorised supplier /reseller/ manufacturer for this particular consignment.

2. Submission of Bid:-

The bidder must submit the bid in the following two separate sealed envelopes clearly indicating the contents therein duly super scribed as under and these two envelopes should be enclosed in a single sealed envelope/cover super scribed as “**Rate Contract for supply of Tonner/Cartridges for Printer & Photocopiers installed at SAPDC Office complex at Tumlingtar for a period of one year**” (PPR-82)” and submitted at the address of the undersigned and must reach this office through courier or by post or by hand on or before 30.11.2018 by 15:00 Hrs. and same shall be opened on 30.11.2018 at 16:00 Hrs. in presence of authorized representative of firms who choose to attend.

PART-I (Envelope-1):-

- Earnest Money Deposit (EMD) (as per Sr. No.9).
- The firm shall submit PAN/VAT /company registration certificate.
- Authorization certificate supporting with requisite Documents for meeting out criteria laid down at Sr. No. 1. a. above.
- Duly filled in & signed 'Form of declaration'.

PART-II (Envelope-2):-

Price bid:-Comprising of Price Bid at Annexure-B i.e., duly filled, signed and stamped in Bill of Quantities (BOQ).

3. Opening of Bid:-

The bid shall be opened in the following sequence:-

- i. First, the envelope Part-I shall be opened.
- ii. Part –II (Price Bid) shall be opened on same day if no clarification is required from the Bidder. In case clarification is sought from the Bidder, separate intimation shall be given for opening of Price Bids.

4. Period Of Rate Contract:- The period of Rate Contract for supply of Tonner/Cartridges for Printer & Photocopiers installed at SAPDC Office complex at Tumlingtar for a period of one year shall be for one year from the date of issue of Supply order. Supply order may be extended for six months on same terms & conditions and subsequent extension for maximum six months on mutually agreed rates between SAPDC & Supplier.

5. Delivery of Period :- Delivery of the complete material is required to be made within 15 days from the date of issue of requisition from consignee with proof of genuineness of the product.

6. Bid Validity:- The bid (s) shall be valid for 90 days from the opening of bid (s).

7. Prices:- The supplier/bidder shall offer rates & prices “on Firm Price Basis”. The quoted rates for item(s) shall be inclusive of VAT, all other taxes & duties, transportation, transit insurance, loading & unloading etc. and SAPDC shall not bear anything extra on this account. Any statutory variation in the rate of taxes after the last date of submission of bid(if any),during the currency of the contract including extension thereof shall be reimbursed /adjusted on production of documentary proof.

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

8. Payment:- The payments will be made in the following manner:

100% payment shall be made after the receipt of material/goods in full quantity and in good condition. The payment shall be released against the submission of bill and inspection report issued by Officer-in-Charge (OIC) for the actual supplied quantity.

Payment shall be released within 15 days of receipt of bill completed in all respect. Two percent (2%) amount of each bill shall be retained by SAPDC which shall be released after completion of contract period (including extension, if any). No interest shall be paid on the retained amount.

9. Earnest Money Deposit (EMD):-

- a. Bid Security /Earnest Money amounting to NPRs 38,500/- shall be submitted in the shape of Bank Draft/Manager Cheque/FDR (duly pledged in favour of SAPDC) /Bank Guarantee in favour of SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC), payable at Khandbari acceptable to SAPDC.

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

- b. EMD of the bidder shall be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of validity of the bid.
- c. EMD of the bidder shall be forfeited, in the event of non-compliance of supply order including non -supply etc. by the successful bidder.
- d. The EMD of unsuccessful bidders shall be released without any interest after the issuance of supply order and the EMD of the successful bidder shall be released within one month after completion of contract period (including extension, if any).
- e. The Earnest Money of unsuccessful bidders will be returned within 15 days of the award of supply order to the successful bidder.
- f. The EMD shall be valid for 120 days beyond the last date of submission of bids.
- g. No interest shall be payable by SAPDC on EMD.

10. Award Criteria: The bid shall be evaluated on Item-wise basis and the award shall be made based on the lowest rate quoted by the Bidder/Supplier for particular Items as per Annexure-B in the Bill of Quantities.

11. Liquidated Damages (LD): In case of delayed delivery, LD @ 0.25% of contract price per day of delay in completion shall be levied subject to maximum of 5% of the contract price. In case the supplier fails to supply the material within 35 days from the date of issue of requisition from consignee, SAPDC reserves the right to terminate the supply order and bid security / EMD shall be forfeited.

12. Force Majeure: The term "Force Majeure" shall herein mean riots (other than among the Vendor's employees), Civil Commotion (to the extent not insurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires not caused by Vendor's negligence and other such causes over which the Vendor has no control and are accepted as such by the Officer-in-Charge (OIC), whose decision shall be final and binding. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period

during which such Force Majeure cause lasts, provided the party alleging that it has been rendered unable as aforesaid, thereby shall notify within 10 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.

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

- 13. Packing:** The supplier, wherever applicable shall properly pack and stack all materials/goods in such a manner as to protect them from deterioration and damage during transportation. The supplier shall be responsible for all damage due to improper packing.
- 14. Replacement:** If the material/goods or any portion thereof is damaged or lost during transit, SAPDC shall give notice to the supplier setting forth particulars of such material/goods damaged or lost during transit. The replacement of such material/goods shall be effected by the supplier within a reasonable time to avoid unnecessary delay in the intended usage of the materials free of cost to the SAPDC.
- 15. Rejection:** In the event that any of the material/goods supplied by the supplier is found defective in material or workmanship or otherwise not in conformity with the specification, SAPDC shall either reject the material/goods or request the supplier in writing to rectify the same. The supplier, on receipt of such notification shall either rectify or replace the defective material/goods free of cost to the SAPDC.
- 16. Demurrage, Wharfage etc.:** All demurrage, wharfage and other expenses incurred due to delayed clearance of the material/goods or any other reason shall be on the account of the supplier.
- 17. Guarantee/Warranty:-** Guarantee/Warranty shall be as per the Policy of Original Equipment Manufacturer (OEM). In case of any complaint/repair required during Warranty/Guarantee period, the vendor will respond within two days and ensure rectification within one week's time from the date of lodging of complaint. The supplier shall either rectify or replace the defective material/goods free of cost to SAPDC.
- 18. Consignee:-** The material/ goods under this Contract shall be dispatched to the Consignee at the following address:-
**CE (Store),
Arun-3 HPP, SAPDC Office Complex,
Tumlingtar, Distt. Sankhuwasabha, Nepal.
(Mobile No.: 9852058517),
Email: wntstores.sapdc@gmail.com**
- 20. Resolution of Dispute:-** In case of any dispute or difference that arises out of the subject cited supply, the same shall be referred to the Sole Arbitrator, who shall be appointed by the CEO, Arun-3HPP, SAPDC, Tumlingtar. The award of the arbitrator shall be final and binding on both the parties.
Courts of Chainpur (Nepal) shall have exclusive Jurisdiction for adjudication upon the dispute arising out of the subject cited supply between the parties.

21. Integrity Pact:- To improve transparency and fairness in the tendering process the Employer is implementing Integrity Pact.

The Integrity Pact, signed by the prospective Bidders and the Employer, shall commit the persons/officials of both the parties, not to exercise any corrupt/fraudulent/ collusive/coercive practices in the Tendering process and also during implementation of the Contract. Bidders signing Integrity Pact shall not approach the Courts while representing the matters to IEMs (which have been appointed by CVC) and will await their decision in the matter.

Entering into Integrity Pact as per Performa (enclosed under Annexure-C) is a basic qualifying requirement.

To oversee the compliance of obligation under the Integrity Pact, two Independent External Monitor(s) (IEMs) have been appointed. The details of IEMs are as under:-

1. Ms. Asha Swarup
2. Sh. Jai Pal Singh

The address for correspondence with IEMs is as under:

Independent External Monitors for SJVN,
C/o Chief Engineer (P&C)
Arun-3HPP, SAPDC
Office Complex, Tumlingtar
Distt. Sankhuwasabha, Nepal

The Integrity Pact duly signed on behalf of the Employer has been attached in NIQ under Annexure-C. The Integrity Pact shall be downloaded, printed & signed by the bidder/supplier and the hard copy shall be submitted in Part-I (Envelope-I) of bid.

- 22.** Corrigendum/Addendum, if any to NIQ shall be uploaded only on <http://sjvn.nic.in>
- 23.** SAPDC reserves the right to reject any or all the tenders without assigning any reason thereof.
- 24.** For any enquiry/clarification for submission of bid and any other information, the Bidders may contact to:-

| Name | Designation | Contact No. | Address |
|-------------------------|-------------|----------------|--|
| Er. Rajesh Kumar Jassal | CE (P&C) | +977-29-575154 | Arun-3, SAPDC Office Complex, Tumlingtar |

25. General Information:-

Access to Project Sites:

To reach the site of Arun-3 HPP Nepal the nearest broad gauge railway station is Jogbani, Bihar (India) and further by road up to Tumlingtar is about nearly

264 Km. Jogbani in Bihar is a city of India with Nepal border and is just 6.00 Km. from Biratnagar (a major industrial town of Nepal).

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

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

For & on the
behalf of SAPDC

Sd/
Chief Engineer (P&C)
Arun-3HPP, SAPDC
Office Complex. Tumlingtar
Distt. Sankhuwasabha, Nepal
Ph. +977-29-575154
E-mail Address: pnc.sapdc@gmail.com

SCOPE OF WORK

- 1. Scope Of Proposal/ Work:-** The scope of proposal/work includes **“Rate Contract for supply of Tonner/Cartridges for Printer & Photocopiers installed at SAPDC Office complex at Tumlingtar for a period of one year”** as per details enclosed at *Annexure-B*. The quantity as per *Annexure-B* is tentative. However the payment shall be made at actual for supplied Printer-Cartridges. The quantity as per *Annexure-B* shall be consumed within one year as per requirement which may increase/decrease.

BILL OF QUANTITIES

Name of Work :- Rate Contract for supply of Toner/Cartridges for Printer & Photocopiers installed at SAPDC Office complex at Tumlingtar for a period of one year (PPR-82).

| Sr. No | Description of items | Unit | Qty. | Rate Inclusive of VAT etc.(NPR) | | Amount (NPR) |
|--------|---|------|------|---------------------------------|----------|--------------|
| | | | | In Figures | In Words | |
| 1 | Canon MF3010- Model canon 325 cartridge | Nos. | 4 | | | |
| 2 | Canon LBP3500- Model canon 309 cartridge | Nos. | 4 | | | |
| 3 | Samsung SCX-3401 and ML2161 printer, Model MLT-D101S | Nos. | 24 | | | |
| 4 | Toner for Canon Image Runner 2520- canon NPG-51 | Nos. | 10 | | | |
| 5 | Canon iX6870 | Nos. | 4 | | | |
| 6 | HP Color Laser Jet Pro MFP M281fdw Toner Cartridge /HP 203A Black | Nos. | 54 | | | |
| 7 | HP Color Laser Jet Pro MFP M281fdw Toner Cartridge /HP 203A Color (Color Set: Yellow, Magenta & Cyan) | Set. | 36 | | | |

Date:

Place:

Bidders Name and Signature along with seal

FORM OF DECLARATION

M/s-----(name of Bidder/Supplier)
having its registered office at -----
(hereinafter referred to as 'the Bidder/Supplier') having carefully studied all
Terms and conditions, scope of work BOQ etc. and all corrigendum (if any)
pertaining to the '**Rate Contract for supply of Tonner/Cartridges for Printer
& Photocopiers installed at SAPDC Office complex at Tumlingtar for a
period of one year (PPR-82)**' the local and site conditions and having
undertaken to execute the said works.

DO HEREBY DECLARE THAT:

1. The Bidder/Supplier is familiar with all the requirements of the Contract.
2. The Bidder/Supplier has not been influenced by any statement or promise of any person of the Employer but only the Contract conditions.
3. The Bidder/Supplier undertakes that the information furnished in the Bid is true and correct in all respects.
4. The Bidder/Supplier undertakes that all the documents uploaded along with the NIQ have been read and there is no deviation from the terms and conditions of the NIQ including Corrigendum/Addendum (if any).

Date:

For and on behalf of the bidder /Supplier

.....

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

Annexure-C

(Scanned, signed copy by Employer has been uploaded on <http://sjvn.nic.in> to be submitted by Bidder after signing the same along with bid in Part-I (Envelope-I).

To be executed on plain paper at the time of submission of bid)

PRE CONTRACT INTEGRITY PACT

Between

SJVN Arun-3 Power Development Company (P) Ltd. (SAPDC), a company incorporated under the Companies Act 2063 and having its registered office at Lokanthali, Kathmandu, Nepal, hereinafter referred to as "The Employer" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the **First Part**.

And

M/s _____, a company/ firm/ individual (status of the company) constituted in accordance with the relevant law in the matter and having _____ its _____ registered _____ office _____ at _____

represented by Shri/Smt. _____, hereinafter referred to as "The Bidder/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the **Second Part**.

WHEREAS the Employer proposes to procure under laid down organizational procedures, contract for ‘

Rate Contract for Supply of Toner/Cartridges for Printer & Photocopiers installed at SAPDC office complex at Tumlingtar for a period of one year (PPR-82)

’ and the Bidder/Contractor is willing to offer against ‘

NIG No. SAPDC/CE(P&C)/PPR-82/2018-912 Dated: 11.11.2018

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the Employer to obtain the desired said (work/ goods/ services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and



Enabling the Bidder(s)/Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Employer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

1.0 Commitments of the Employer

- 1.1 The Employer undertakes that no official of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder/Contractor, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
 - 1.2 The Employer will, during the pre-contract stage, treat all the Bidders/Contractors alike, and will provide to all the Bidders/Contractors the same information and will not provide any such information to any particular Bidder/Contractor which could afford an advantage to that particular Bidder/Contractor in comparison to other Bidders/Contractors.
 - 1.3 All the officials of the Employer will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.0** In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Employer with full and verifiable facts and the same is prima facie found to be correct by the Employer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer or Independent External Monitor and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.

3.0 Commitments of the Bidder(s)/Contractor(s)

The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-

- 3.1 The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with Employer for showing or forbearing to show favour or disfavour to any person in relation to the contract or any

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other contract with Employer.

- 3.3 The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign principals or associates.
- 3.4 The Bidder(s)/Contractor(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract
- 3.5 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.6 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.7 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8 The Bidder/Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in electronic data carrier. The Bidder/Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.10 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the Employer, or alternatively, if any relative of an officer of the Employer has financial interest/stake in the Bidder(s)/Contractor(s) firm (excluding Public Ltd. Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender.
- The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act, 2013 (India).
- 3.12 The Bidder(s)/Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Employer.
- 3.13. The Bidder/supplier shall follow all rules and regulations of India and/or Nepal.
- 3.14 The Bidder in its workplace shall also ensure to:
- Maximizing economic benefits for people in the host country, including affected communities. Economic benefits may include public revenues and non-revenue benefits such as capital



contributions, income generation through the creation of employment and business opportunities, capacity building, technology transfers and infrastructure development.

- Minimizing negative impacts on people's lives, for instance linked to land takings or resource degradation, and ensuring that economic benefits are distributed equitably and used for poverty reduction and broad-based development.
- Minimizing environmental damage from project implementation and promoting investments in more environmentally friendly sectors such as renewable energy.

4.0 Previous Transgression

- 4.1 The Bidder(s)/Contractor(s) declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect on any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Government Department in India and in Nepal (*Employer's country*).
- 4.2 The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5.0 Earnest Money (Security Deposit)

The provision regarding Earnest Money/Security Deposit as detailed in the Notice Invitation Tender (NIT)/Instruction to Bidders (ITB) of the tender document is to be referred.

6.0 Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the Bidder/Contractor or any one employed by it or acting on its behalf shall entitle the Employer to take action as per the procedure mentioned in the "**Guidelines on Banning of Business Dealings**" attached as **Annex-A** and initiate all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder/Contractor. However, the proceedings with the other Bidder(s)/Contractor(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the Employer and the Employer shall not be required to assign any reason thereof.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/Contractor shall be liable to pay compensation for any loss or damage to the Employer resulting from such cancellation/rescission and the Employer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Contractor.
 - (iv) To encash the Bank guarantee, in order to recover the dues if any by the Employer, along with interest as per the provision of contract.
 - (v) To debar the Bidder/Contractor from participating in future bidding processes of Employer, as per provisions of "**Guidelines on Banning of Business Dealings**" (**Annex-A**), which may be further extended at the discretion of the Employer.
 - (vi) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.
 - (vii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Employer with the Bidder/ Contractor, the same shall not be opened/operated.

(viii) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

- 6.2 The Employer will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (viii) of this Pact also on the Commission by the Bidder/Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Contractor), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption in Employer's country.
- 6.3 The decision of the Employer to the effect that a breach of the provisions of this Pact has been committed by the Bidder/Contractor shall be final and conclusive on the Bidder/Contractor. However, the Bidder/Contractor can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

7.0 Independent External Monitor(s)

- 7.1 The Employer has appointed Independent External Monitor(s) (hereinafter referred to as Monitors) for this Pact.
- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform CMD/CEO/MD of Employer and request Employer to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 7.6 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Employer including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor(s) with confidentiality.
- 7.7 The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings as and when required.
- 7.8 The Monitor will submit a written report to the CMD/CEO/MD of Employer within 10 days from the date of reference or intimation to him by the Employer/Bidder and should the occasion arise, submit proposals for correcting problematic situations.



7.9 The word 'Monitor' would include both singular and plural.

8.0 Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Employer or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder/Contractor and the Bidder/Contractor shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9.0 Law and Place of Jurisdiction

This Pact is subject to Nepal's Law. The place of performance and jurisdiction is the Registered Office of the Employer. The arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

10.0 Other Legal Actions

10.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10.2 Changes and supplements as well as termination notice need to be made in writing.

10.3 If the Contractor is a partnership or a consortium or a joint venture, this pact must be signed by all partners of the consortium/joint venture.

11.0 Validity

11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Employer and the Bidder/Contractor/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract or six months from the date of opening of price bids, whichever is earlier.

11.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

12.0 The Parties hereby sign this Integrity Pact at _____ on _____.

Employer

Bidder

Name of the Officer *Prithvi*

(Authorised Person)

Designation *CEO + C*

(Name of the Person)

Place *Tumlingtar*

Designation

Place-----

Date-----

Date-----

Witness 1. Sangeerks. Sharma
Manager (PSC), SAPDC
Tumlingtar.

(Name and address) NY.

2. ANUPAM SHARMA
Dy. Mgr. (PSC), SAPDC, Tumlingtar
(Name and address) Nepal.

Witness 1. _____

(Name and address)

2. _____

(Name and address)

GUIDELINES ON BANNING OF BUSINESS DEALINGS

1.0 Introduction

- 1.1 Employer deals with Agencies viz. parties/ contractors/ suppliers/ bidders, who are expected to adopt ethics of highest standards and a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of Employer to deal with Agencies who commit deception, fraud or other misconduct in the tendering process.
- 1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2.0 Scope

- 2.1 The Information for Bidders/ Instruction to Bidders/Notice Inviting Tender/Notice Inviting Quotations and even the General Conditions of Contract (GCC) of Employer generally provide that Employer shall have the rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct or fraud or anything unethical not expected from a reputed contractor.
- 2.2 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.3 These guidelines shall apply to all the Projects/ Power Stations/ Regional Offices/ Liaison Offices of SJVN including its subsidiaries/JVs.
- 2.4 It is clarified that these guidelines do not deal with the poor performance of the contractors/ Agencies.
- 2.5 The banning shall be with prospective effect, i.e. future business dealings.

3.0 Definitions

In these Guidelines, unless the context otherwise requires:

- i) **“Party / Contractor / Supplier / Bidders”** shall mean and include a public limited company or a private limited company, a joint Venture, Consortium, HUF, a firm whether registered or not, an individual, cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. “Party / Contractor/ Supplier / Bidder” in the context of these guidelines is indicated as ‘Agency’.
- ii) **“Unit”** shall mean the Project/ Power Station/ Regional Office/ Liaison Office.
- iii) **“Competent Authority” and ‘Appellate Authority’** shall mean the following:



The concerned Director shall be the 'Competent Authority' for the purpose of these guidelines.

CMD, SJVN shall be the 'Appellate Authority' in respect of such cases.

- iv) **"Investigating Committee"** shall mean any Officer/Committee appointed by Competent Authority to conduct investigation.
- v) **"List of approved Agencies viz Parties / Contractors / Suppliers/Bidders"** shall mean and include list of Parties/ Contractors / Suppliers / Bidders etc if registered with Employer.

4.0 Initiation of Banning / Suspension

Action for banning /suspension business dealings with any Agency shall be initiated by the department responsible for invitation of bids after noticing the irregularities or misconduct on the part of Agency concerned. Besides the concerned department, Vigilance Department of each Unit/ Corporate Vigilance may also be competent to initiate such action.

5.0 Suspension of Business Dealings.

- 5.1 If the conduct of any Agency dealing with Employer is under investigation, the Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Committee, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Committee. The Investigating Committee may ensure that their investigation is completed and whole process of final order is over within such period. However, if investigations are not completed in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.
- 5.2 The order of suspension shall be communicated to all Departmental Heads of SJVN including its subsidiaries and JVs and Heads of the Units. During the period of suspension, no business dealing may be held with the Agency.
- 5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.4 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.5 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension.



6.0 Ground on which Banning of Business Dealings can be initiated:

- 6.1 If the security consideration, including questions of loyalty of the Agency to Employer so warrants;
- 6.2 If the director /owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last three years.
- 6.3 If business dealings with the Agency have been banned by the Department of Power, Government of India and/or Ministry of Energy, Water Resources and Irrigation, Government of Nepal.
- 6.4 If the Agency has resorted to corrupt, fraudulent practices including misrepresentation of facts;
- 6.5 If the Agency uses intimidation / threatening or brings undue outside pressure on Employer or its official for acceptance / performances of the job under the contract;
- 6.6 If the Agency misuses the premises or facilities of Employer, forcefully occupies or damages Employer's properties including land, water resources, forests / trees or tampers with documents/records etc. (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7.0 Banning of Business Dealings

- 7.1 A decision to ban business dealings with any Agency shall apply throughout SJVN including its subsidiaries/JVs.
- 7.2 There will be an Investigating Committee consisting of officers not below the rank of AGM/DGM from Indenting Division, Finance, Law and Contracts. Member from department responsible for invitation of bids shall be the convener of the committee. The functions of the committee shall, inter-alia include:
- i) To study the report of the unit/division responsible for invitation of bids and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.
 - ii) To recommend for issue of show-cause notice to the Agency by the concerned unit/division as per clause 9.1.
 - iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
 - iii) To submit final recommendations to the Competent Authority for banning or otherwise.



8.0 Removal from List of Approved Agencies - Suppliers/ Contractors, etc.

- 8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.
- 8.2 The effect of such an order would be that the Agency would not be qualified for competing in Open Tender Enquiries or Limited Tender Enquiries till the period mentioned in the order.
- 8.3 Past performance of the Agency may be taken into account while processing approval of the Competent Authority for award of the contract.

9.0 Show-cause Notice

- 9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency, Statement containing the imputation of misconduct or misbehaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.
- 9.2 If the Agency requests for inspection of any relevant document in possession of Employer, necessary facility for inspection of documents may be provided.
- 9.3 The Competent Authority may consider and pass an appropriate speaking order:
- a) For exonerating the Agency if the charges are not established;
 - b) For removing the Agency from the list of approved Suppliers / Contractors, etc.
 - c) For banning the business dealing with the Agency.
- 9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned.

10.0 Appeal against the Decision of the Competent Authority

- 10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing etc. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
- 10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11.0 Circulation of the names of Agencies with whom Business Dealings have been banned

- i) The concerned unit shall forward the name and details of the Agency(ies) banned to IT&C Division of SJVN's Corporate Office for displaying the same on SJVN website.
- ii) Corporate Contracts Department, SJVN shall also forward the name and details of the Agency(ies) banned to the Ministry of Power, GoI besides forwarding the name and details to the contracts/procurement group of all CPSUs of power sector.



FORM OF DECLARATION OF ELIGIBILITY

UNDERTAKING

I / We, M/s(Name of Bidder) hereby certify that I / we have not been banned /de-listed/ black listed / debarred from business by any PSU / Govt. Department during last 03 (three) years on the grounds mentioned in para 6 of Guidelines on banning of Business dealing.

(Seal & signature of the Bidder)