

एसजेवीएन अरूण-3 पावर डवलपमेंट कंपनी प्रा. लि.
SJVN Arun-3 Power Development Company Pvt. Ltd.

(एसजेवीएन की पूर्ण स्वामित्व वाली अधीनस्थ कंपनी)

(A wholly owned subsidiary of SJVN)

900 मेगावाट अरूण-3 जलविद्युत परियोजना
900 MW Arun-3 Hydro Power Project
Regd. No.: 111808/69/070



Ref.No.: SAPDC/P&C/PPR-112 /2020-648

Dated: 07.08.2020

NOTICE INVITING QUOTATIONS (NIQ)

Sealed quotations are herewith invited by SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC/Employer) from the manufacturers/authorised distributors/ authorised suppliers of Nepal for “Supply, transportation and installation of LED TV, Refrigerator, Washing Machine, Kitchen Chimney, Home Theater etc. for SAPDC premises at Tumlingtar, Phaksinda & Pukhuwa in Distt. Sankhuwasabha & Janakpur in Distt. Dhanusha in Nepal (PPR-112)” as per the details provided here-in-below:-

Sr. no.	Description	Remarks
1.	Scope of Work	Refer <i>Annexure 'A'</i>
2.	Bill of Quantities (BOQ)	Refer <i>Annexure 'B'</i>
3.	Form of Declaration	Refer <i>Annexure 'C'</i>
4.	Bank Account Details	Refer <i>Annexure 'D'</i>
5.	Integrity Pact	Refer <i>Annexure 'E'</i>

TERMS & CONDITIONS (T&C):

1. Minimum Qualifying Requirements

- The firm/bidder should be manufacturer/authorised distributor/authorised supplier/authorised reseller for Items/packages (at Sr. No. 1-6, 9 & 11-14 of BOQ) for which the supplier is submitting the bid. In addition to above, the suppliers who deal in IT/electronic equipment can also participate in bidding subject to furnishing of a certificate from authorized supplier /reseller/ manufacturer for this particular consignment.
 - The technical specification of the offered model of packages shall be equivalent or more than the specifications mentioned under BOQ. Energy efficiency rating for all the items wherever applicable should be 04 star or above.
- 2. 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 “Supply, transportation and installation of LED TV, Refrigerator, Iron, Kitchen Chimney, Home Theater & Vacuum cleaner etc. for Arun-3 HEP Tumlingtar & Phaksinda. Nepal (PPR-112)” and submitted at the address of the undersigned and must reach this office through courier or by post or by hand on or before **30.08.2020** by 15:00 Hrs. Also, the firm/bidder shall clearly mention the Package number (s) for which the bid**

has been submitted by him. Proposal shall be opened on 31.08.2020 16:00 Hrs. in presence of authorized representative of firms who choose to attend.

PART-I (Envelope-1):-

- i. Earnest Money Deposit (EMD) (as per Sr. No 8).
- ii. The firm shall submit PAN/VAT/company registration certificate.
- iii. Authorization certificate supporting with requisite Documents for meeting out criteria laid down at Sr. No. 1. a. above.
- iv. User Manual/Catalogues/Technical Specification of the items for which rates have been quoted by the Bidder for meeting out criteria laid down at Sr. No. 1. b. above.
- v. Form of declaration as per **Annexure-C**.
- vi. Bank Account Details as per **Annexure-D**
- vii. Integrity Pact duly signed by Authorized Signatory as per **Annexure-‘E’** along with ‘Form of Declaration of Eligibility’

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).

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.

3. No material and T&P will be issued by SAPDC.

4. Completion Period: Total time for completion is 45 days for all package (individually or collectively) from date of issuance of Supply Order. Completion period is inclusive of Supply, Transportation and installation etc.

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

6. Prices: The supplier/bidder can participate for single package or multiple packages or as a whole. The bidder shall offer rates & prices “on Firm Price Basis” The quoted rates shall be inclusive of VAT @13% and all other taxes & duties, transportation, transit insurance, loading & unloading, installation and SAPDC shall not bear anything extra on this account. Any statutory variation in the rate of taxes after 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.

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

In the case of electronic package/packages/item(s) where installation is required, 80% Payment of supply portion will be made after the receipt of material/goods in full quantity & in good condition on submission of bill and inspection report issued by Officer-in-Charge (OIC). While 15% payment of supply portion and 95 % payment of installation charges will be made after satisfactory installation/ satisfactory performance certificates by OIC. In case all the items are not decided to be installed then payment shall be released for the numbers of items installed on prorata basis.

However, in case of such electronic package/packages/item(s) installation is not required, 95% Payment will be made after the receipt of material/goods in full quantity & in good condition on submission of bill and inspection report issued by Officer-in-Charge (OIC).

Five percent (5%) amount of gross bill shall be released on submission of Bank Guarantee for the same which shall be released after completion of guarantee period of one year from the date of supply of material(s) at SAPDC(Store) Tumlingtar upon recommendation and submission of satisfactory performance certificates by OIC. No interest shall be paid on the retained amount. Bills shall be processed for payment by Store Dept. after receipt of inspection report from OIC.

8. Earnest Money Deposit (EMD):

- a. Bidders can quote for Single Package, Multiple Packages or as a whole Package for which they meet the criteria. Accordingly, sum of Bid Security/ EMD as tabulated below for the Package(s) which they are quoting the rates, shall be submitted in the shape of Bank Draft/Manager Cheque/FDR (duly pledged in favour of SJVN Arun-3 Power Development Company Pvt. Ltd.) payable at Khandbari.

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.

Package / Item No.	Description of packages	EMD Amount (NPR)
1.	LED TV, 32" (HD Ready), Smart TV	23,000/-
2.	LED TV, 40" (Smart TV)	14,000/-
3.	55" UHD 4K TV	7,000/-
4.	Refrigerator Double Door 253 Ltr.	2,500/-
5.	Washing Machine (Automatic) 12 KG	4,000/-
6.	Kitchen Chimney wall mounted 90cm, Air suction capacity 1095 cum/hr	1,500/-
7.	Home Theater Speaker System (5.1), Bluetooth audio streaming, wireless rear speaker, sub –woofer, USB Direct recording & playback	3,500/-
EMD for all items/packages		55,500/-

- 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. The EMD of unsuccessful bidders shall be released within 15 days without interest after award to successful (L-1) bidder. EMD of the successful bidder will be released without interest along with the payment as per Clause 7 of NIQ. However, EMD of successful bidder shall be forfeited in case non-supply as per the terms and conditions of award/supply order.
- d. No interest shall be payable by SAPDC on EMD.

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

In case the supplier/bidder fails to submit the details mentioned in part-I (Envelope-I) and not able to submit the document even after clarifications, his bid for that package shall be declared non-responsive. However, his price bid shall be opened but price bid of package for which he has been declared non-responsive shall not be considered for evaluation even if he has quoted the lower rate than other bidder.

10. 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 65 days from issuance of supply order, SAPDC reserves the right to terminate the supply order and bid security / EMD shall be forfeited.

11. 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 Engineer-in-Charge, whose decision shall be final and binding. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party alleging that it has been rendered unable as aforesaid, thereby shall notify within 10 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.

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

12. 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.

13. Replacement: If the electronic package/packages or any portion thereof is damaged or lost during transit, SAPDC shall give notice to the supplier setting forth particulars of such electronic package/packages damaged or lost during transit. The replacement of such electronic package/packages 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.

- 14. Rejection:** In the event that any of the electronic package/packages supplied by the supplier is found defective in material or workmanship or otherwise not in conformity with the specification, SAPDC shall either reject the electronic package/packages or request the supplier in writing to rectify the same. The supplier, on receipt of such notification shall either rectify or replace the defective electronic package/packages free of cost to the SAPDC.
- 15. Demurrage, Wharfage etc.:** All demurrage, wharfage and other expenses incurred due to delayed clearance of the electronic package/packages or any other reason shall be on the account of the supplier.
- 16. Guarantee/Warranty:** Guarantee/Warranty shall be 12 months or as per the Policy of Original Equipment Manufacturer (OEM), whichever is higher. 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 electronic package/packages free of cost to SAPDC entire Guarantee/Warranty period.
- 17. Consignee:** The material/ goods under this Contract shall be dispatched to the Consignee at the following address:

a) Address for Material/Goods to be supplied for Tumlingtar/Pukhuwa (as detailed in BOQ)

Head (Store),
Satluj Bhawan, Arun Sadan,
SAPDC, Tumlingtar,
Distt. Sankhuwasabha, Nepal.
(Mobile No.: 9852058138)
Email: store.sapdc@gmail.com

b) Address for Material/Goods to be supplied at Phaksinda, near Num, (as detailed in BOQ)

Chief Engineer-I (Package-I),
SAPDC, Phaksinda, near Num,
Distt. Sankhuwasabha, Nepal.
(Mobile No.: 9852024906)
Email: ce1.sapdc@gmail.com

c) Address for Material/Goods to be supplied at Janakpur (as detailed in BOQ)

DGM (TL),
SAPDC Transmission line Office,
Mujeliya Ward No.14, Janakpur,
Distt. Dhanusha, Nepal.
(Tel No. 041-424054, Mobile No.: 9854029810)
Email: tl.sapdc@gmail.com

For the material/goods dispatched to Janakpur, DGM(TL) shall submit the inspection/ completion certificates to Head (Store) who shall be the overall consignee for this contract. However, payment and other codal formalities shall be done through Head (Store) for above said material also.

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

Name	Designation	Contact No.	Address
Er. Vivek Sharma	Chief Engineer (P&C)	Mob.:- 9852058517	Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal.

19. 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:

- 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.
- 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.
- Tumlingtar is also connected to Kathmandu and Biratnagar by air by around thirty five minutes journey.

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, SAPDC, Arun-3 HEP, 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-E) 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. Dr. Jai Pal Singh**
- 2. Sh. Shitala Prasad Srivastava**

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 uploaded under **Annexure-E** on <http://sjvn.nic.in/tender.htm> & <http://www.sapdc.com.np/pages/tender>. 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 NIQ.

22. Corrigendum/Addendum, if any to NIQ shall be uploaded only on <http://sjvn.nic.in/tender.htm> & <http://www.sapdc.com.np/pages/tender>.
23. SAPDC reserves the right to reject any or all the tenders without assigning any reason thereof.

For & on the behalf of SAPDC

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

SCOPE OF WORK

Scope of work shall include supply, transportation & installation (if required) of items for the packages which they are quoting the rates, and at the locations as mentioned in the BOQ as per direction and to the full satisfaction of OIC. LED TVs and Kitchen Chimney (with all accessories) are to be installed wall mounted. Energy efficiency rating for all the items wherever applicable should be 04 star or above.

For items to be delivered and installed at Tumlingtar/Pukhuwa, the bidder has to quote rates F.O.R. Tumlingtar and transportation from Tumlingtar to Pukhuwa (if required) shall be arranged and cost for same shall be borne by SAPDC. However, the installation of items shall be carried at Pukhuwa as per directions of OIC as required at the time of installation.

All necessary accessories required during installation of material/furniture shall be arranged & provided by Supplier. The contractor shall be fully responsible for any kind of Damage to material/furniture during the transportation and installation process.

The scope of work shall also include provision of all such services/equipment, without any extra cost, which are not specifically mentioned above, but are required to complete the system as well as for the successful, efficient, safe and reliable operation of the equipment under contract.

BILL OF QUANTITIES

Name of Work: PPR-112 “Supply, transportation and installation of LED TV, Refrigerator, Washing Machine, Kitchen Chimney, Home Theater etc. for SAPDC premises at Tumlingtar, Phaksinda & Pukhuwa in Distt. Sankhuwasabha & Janakpur in Distt. Dhanusha in Nepal”.

Package/ Item No.	Description of packages	Unit	Qty.	Offered Brand/Make	Rate (NPR including VAT)		Amount (NPR including VAT)
					In Figures	In Words	
A. Items to be supplied at Tumlingtar/Pukhuwa							
1.	a. LED TV, 32" (HD Ready), Smart TV LG/Samsung/Sony 2019 or 2020 Model	Nos.	18				
	b. Installation of LED TV, 32’’ (HD Ready), Smart TV	Nos.	18				
2.	a. LED TV, 40" (Smart TV) LG/Samsung/Sony 2019 or 2020 Model	Nos.	12				
	b. Installation of LED TV, 40’’ (HD Ready), Smart TV	Nos.	12				

Package/ Item No.	Description of packages	Unit	Qty.	Offered Brand/Make	Rate (NPR including VAT)		Amount (NPR including VAT)
					In Figures	In Words	
3.	a. 55'' UHD 4K TV, LG/Samsung/Sony 2019 or 2020 Model	Nos.	03				
	b. Installation of 55'' UHD 4K TV	Nos.	03				
4.	Refrigerator Single Door 50 Ltr., Videocon/ Samsung/ LG/ IFB 2019 or 2020 Model	Nos.	03				
5.	Refrigerator Double Door 253 Ltr., Videocon/ Samsung/ LG/ IFB 2019 or 2020 Model	Nos.	02				
6.	a. Washing Machine (Automatic) 12 KG LG/ Samsung/ IFB 2019 or 2020 Model	No.	02				
	b. Installation of Washing Machine	No.	02				

Package/ Item No.	Description of packages	Unit	Qty.	Offered Brand/Make	Rate (NPR including VAT)		Amount (NPR including VAT)
					In Figures	In Words	
7.	Steam Iron 2100 Watt, Philips/Panasonic 2019 or 2020 Model	Nos.	06				
8.	a. Kitchen Chimney wall mounted 90cm, Air suction capacity 1095 cum/hr, Elica/ Faber/ IFB/ Beko 2019 or 2020 Model	Nos.	02				
	b. Installation of Kitchen Chimney	Nos.	02				
9.	Home Theater Speaker System (5.1), Bluetooth audio steaming, wireless rear speaker, sub – woofer, USB Direct recording & playback Sony/Bose/Yamaha 2019 or 2020 Model	Nos.	01				
10.	Vacuum Cleaner - 1600W Hitachi/ CG/ Baltra 2019 or 2020 Model	Nos.	02				

Package/ Item No.	Description of packages	Unit	Qty.	Offered Brand/Make	Rate (NPR including VAT)		Amount (NPR including VAT)
					In Figures	In Words	
B. Items to be supplied at Phaksinda							
11.	a. LED TV, 32" (HD Ready), Smart TV LG/Samsung/Sony 2019 or 2020 Model	Nos.	15				
	b. Installation of LED TV, 32'' (HD Ready), Smart TV	Nos.	15				
12.	a. LED TV, 40" (Smart TV) LG/Samsung/Sony 2019 or 2020 Model	Nos.	03				
	b. Installation of LED TV, 40'' (HD Ready), Smart TV	Nos.	03				
C. Items to be supplied at Janakpur							
13.	a. LED TV, 32" (HD Ready), Smart TV LG/Samsung/Sony 2019 or 2020 Model	Nos.	02				

Package/ Item No.	Description of packages	Unit	Qty.	Offered Brand/Make	Rate (NPR including VAT)		Amount (NPR including VAT)
					In Figures	In Words	
	b. Installation of LED TV, 32'' (HD Ready), Smart TV	Nos.	02				
14.	a. LED TV, 40" (Smart TV) LG/Samsung/Sony 2019 or 2020 Model	Nos.	01				
	b. Installation of LED TV, 40'' (HD Ready), Smart TV	Nos.	01				
Total Amount (NPR) inclusive of VAT, all other taxes & duties, transportation, transit insurance, loading & unloading, and installation (wherever applicable) etc.							
Discount, if any (%)							
Total amount for quoted Package(s)							

Note:- i. Energy efficiency rating for all the items wherever applicable should be 04 star or above.

ii. LED TVs and Kitchen Chimney (with all accessories) are to be installed wall mounted.

iii. If nothing is mentioned against installation charges (wherever applicable), the quoted price of such item shall be considered inclusive of installation charges.

Date: -

Place:

Bidder/Supplier 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 & Technical specifications, BOQ etc. and all corrigendum(if any) pertaining to the **“Supply, transportation and installation of LED TV, Refrigerator, Washing Machine, Kitchen Chimney, Home Theater etc. for SAPDC premises at Tumlingtar, Phaksinda & Pukhuwa in Distt. Sankhuwasabha & Janakpur in Distt. Dhanusha in Nepal (PPR-112)”** the local and site conditions and having undertaken to execute the said works.

DO HEREBY DECLARE THAT:

1. The Bidder is familiar with all the requirements of the Contract.
2. The Bidder has not been influenced by any statement or promise of any person of the Employer but only the Contract conditions.
3. The Bidder undertakes that the information furnished in the Bid is true and correct in all respects.
4. The Bidder 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)

BANK ACCOUNT DETAILS

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

#Copy of cancelled cheque may also be attached

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

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 "Supply, transportation and installation
of LED TV, Refrigerator, Washing Machine,
Kitchen Chimney, Home Theater etc for SAPDC
premises at Tumlingtar, Phaksinda & Pukhuwa in Distt.
Sankhuwasabha & Janakpur in Distt. Dharmasha in
Nepal" and the Bidder/Contractor is willing to offer against
NID Ref. No.: SAPDC/P&C/PPR-112/2020-648 dated 07.08.2020

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 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.



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 
Name of the Officer: **Vivek Sharma**
Designation: **CE(P&C)**

Bidder
(Authorised Person)
(Name of the Person)
Designation

Place-----


Place-----

Date-----

Date-----

Witness1. 
Sanjeev K. Sharma
Manager (P&C), SAPDC

Witness1. _____

(Name and address) 

(Name and address)

2. ANUPAM SHARMA
Dy. Manager (P&C),
(Name and address) SAPDC,
Tumlingtar, Nepal.

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.
 - iv) 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 misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.

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 / Contactors, 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, _____ (name of the bidder) hereby certify that 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 Contractor)