

एसजेवीएन अरुण-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 अरुण-3 जलविद्युत परियोजना
900 MW Arun-3 Hydro Power Project

Regd. No.: 111808/69/070



Ref. No.: SAPDC/P&C/Arun-3HEP/PPR-170/2023-1088

Date: 24.12.2023

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 **“Supply, Transportation, Installation and Commissioning of Networking Equipment at Power House Site, Pukhuwa, Sankhuwasabha, Nepal. (PPR-170/2023)”** as per the details provided here-in-below: -

Sr. No.	Description	Remarks
1.	Bill of Quantities (BOQ)	Refer Annexure 'A'
2.	Technical Specifications	Refer Annexure 'B'
3.	Scope of work	Refer Annexure 'C'
4.	Form of declaration	Refer Annexure 'D'
5.	Bank Account Details	Refer Annexure 'E'
6.	Integrity Pact	Refer Schedule-F

TERMS & CONDITIONS (T&C):

1. Minimum Qualifying Requirements:

- The firm/bidder should be manufacturer/authorised distributor/authorised supplier/authorised reseller in respect of items No-1 to 4 mentioned in BOQ (Refer Annexure-A of NIQ) . In addition to above, the suppliers who deals in IT & Electronic equipment's can also participate in bidding subject to furnishing a certificate from authorized supplier/reseller/manufacturer (for respective items at Sr. no. 1-4 of BOQ) for this particular work/assignment/contract.
- The technical specification of the offered Make/Brand/model of item (s) shall be equivalent or higher than the specifications mentioned under Technical Specifications (Annexure-B) & should be compatible with the overall system. Further offered make/Brand shall be as per BOQ(Annexure-A).

2. Submission of Bid: -

The bidder must submit the bid in the following **two separate sealed envelopes {PART-I (Envelope-1) & PART-II (Envelope-2)}** 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, Installation and Commissioning of Networking Equipment at Power House Site, Pukhuwa, Sankhuwasabha, Nepal.”** and submitted at the address of the undersigned (Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal) and must reach this office through courier or by post or by

hand on or before **15.01.2024 by 1500 Hrs.** and same shall be opened on **16.01.2024 at 1600 Hrs.** in presence of authorized representative of firms who choose to attend.

Further, In the “Techno-Commercial” part *{i.e. in PART-I (Envelope-1)}* of the bid the bidder shall not give any indication about the bid price in any manner whatsoever. Non-compliance of this provision may result in the rejection of bid.

PART-I (Envelope-1): -

- i. Original Earnest Money Deposit (EMD) (as per Sr. No.9).
- ii. The firm shall submit PAN/VAT/Registration certificate.
- iii. Authorization certificate supporting with requisite Documents for meeting out criteria laid down at Sr. No. 1.a. above.
- iv. Bidder shall submit the Undertaking for Compliance of minimum Technical Specification of the item(s) for which rates have been quoted, for meeting out criteria laid down at Sr. No. 1.b. above by the duly filled with YES/NO/Mentioning the corresponding specifications in the Undertaking for Compliance of minimum Technical Specifications at Annexure-B. Further, Deviation, if any considered by the bidder as per Annexure-B, then the same shall be examined by SAPDC in line with Technical specification whether the same is acceptable or not. In case of non-acceptance by SAPDC the bid may be rejected. Further, Annexure-B shall be made the part of Supply order/LOA. Further, bidder should also mention the name of offered make/brand in the under Annexure-B.
- v. Duly filled in & signed ‘Form of declaration’ as per Annexure-D.
- vi. Bank Account Details as per Annexure-E.

PART-II (Envelope-2): -

Price bid: - Comprising of Price Bid at Annexure-A 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 subsequently, if no clarification is required from the Bidder(s). In case clarification is sought from the Bidder(s), separate notification shall be displayed on web portals <http://sjvn.nic.in/tender.htm> & <http://www.sapdc.com.np/pages/tender> for opening of Price Bid(s) of responsive bidder(s).
4. No material and T&P will be issued by SAPDC.
5. **Completion period:**
- The supply of materials shall be 30 days from date of issuance of Supply Order/Letter of Acceptance (LOA).
 - Installation, Testing and Commissioning complete in all respect as per scope of work shall be done within 15 days after the intimation by SAPDC.
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.

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.

Further, only unconditional discount offered at appropriate place in the BOQ shall only be considered for evaluation of the bid, discount offered at any other place or in any other document/letter submitted by the bidder along with the bid shall not be considered for the purpose of evaluation as well as award. Further, the bidder shall quote rate and amount inclusive of VAT, any other charges/taxes/VAT mentioned at any other place/document/letter by the bidder/supplier shall also for not be considered evaluation as well as award.

8. **F.O.R:** SAPDC Office Complex, Tumlingtar, Distt Sankhuwasabha, Nepal.

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

- (i) Eighty percent (80%) payment of Contract Price shall be made after the receipt of material/item(s) in full and good condition at SAPDC, Tumlingtar, Nepal, on submission of bill and inspection report issued by Engineer-in-charge (EIC) and balance 20% payment shall be made after installation and commissioning of system and issuance of work completion certificate by the EIC.
- (ii) However, ten percent (10%) of the payment amount as per Sr. No. (i) shall be retained by SAPDC, which shall be made after supply of item(s)/material/goods, complete Installation, commissioning of the system and on issuance of satisfactory performance certificate by the EIC. No interest shall be paid on the retained amount.

10. **Earnest Money Deposit (EMD):**

- a. EMD amounting to **NPR 54,500/-** shall be required to be submitted with the proposal in either of the form:

- i. Bank Draft (in original)/Manager Cheque (in original) in the name of SAPDC-NPR CONSTRUCTION ACCOUNT payable at Kandhari, Nepal.

OR,

- ii. FDR (in original) (duly pledged in favour of SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC)).

OR,

- iii. Bank Guarantee (in original) in favor of SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC) acceptable to SAPDC. Bank Guarantee may be in the format provided in tender document.

Any bid not accompanied by an acceptable Earnest Money Deposit shall be declared non-responsive and outrightly 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(s) shall be forfeited, in the event of non-compliance of Supply Order/Letter of Acceptance (LOA) by the successful bidder(s)/supplier(s).
- d. The EMD of unsuccessful bidders shall be released within 28 days without any interest after the issuance of Letter of Acceptance to the successful bidder(s)/supplier(s) and the EMD of the successful bidder shall be released within 28 days after the receipt of completion certificate of Work/assignment, issued by EIC.
- e. No interest shall be payable by SAPDC on EMD.

11. **Award Criteria:**

- (i) The bid shall be evaluated on overall basis and the award shall be made based on the lowest rate/Amount quoted by the Bidder/Supplier for whole work/assignment as per **Annexure-A** in the Bill of Quantities.
- (ii) If, Bidder(s) quote Zero/Nil/left Blank/(-) rate(s) against any item(s) of BOQ then it will be presumed that bidder(s) has/have quoted the rate(s) for that item(s) in any other item(s) of BOQ. In that case Zero (0) rate(s) shall be considered for the purpose for evaluation as well as award.

12. **Liquidated Damages (LD):** In case of delayed delivery/installation, LD @ 0.44% of contract price per day of delay in completion shall be levied subject to maximum of 5% of the contract price (cumulative or individual LD in terms of clause at Sr.No.12 & at Sr.No.16).

In case the supplier fails to supply the material within 57 days from the date of issue of supply order, SAPDC reserves the right to terminate the supply order and EMD shall be forfeited/encased.

13. **Clause deleted without change in Serial No.**

14. **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 (EIC), 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.

15. **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.
16. **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 affected by the supplier within 23 days (reckoned from the date of notice given by SAPDC to the supplier), to avoid unnecessary delay in the intended usage of the materials free of cost to the SAPDC.

Further, if replacement shall not be made within the above said time, then the additional LD @ 0.44% of contract price per day of delay shall be levied.

The levied LD shall be subject to maximum of 5% of the contract price (cumulative or individual LD in terms of clause at Sr.No.12 & at Sr.No.16)

17. **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/good(s)/Item(s) or request the supplier in writing to rectify/replace the same. The supplier, on receipt of such notification shall rectify/replace (As directed by the OIC/EIC) the defective material/good(s)/item(s) free of cost to the SAPDC. Decision of OIC/EIC (SAPDC) shall be final and binding on the supplier(s).
18. **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.
19. **Guarantee/Warrantee:** Guarantee/Warrantee shall be minimum for 12 months or as per the Policy of Original Equipment Manufacturer (OEM), whichever is higher (as applicable to respective item(s) of BOQ). In case of any complaint/repair required during Warranty/Guarantee period, the vendor/ supplier will respond within Seven days and ensure rectification within two weeks' time from the date of lodging of complaint. The supplier shall either rectify or replace the defective item(s)/material(s) free of cost to SAPDC within Guarantee/Warrantee period.

If, supplier fails to perform such obligation(s), then the retained amount/BG as per clause No.9(ii) may be forfeited/ encashed by the SAPDC.

20. **Consignee:** The material/ goods under this Contract shall be dispatched to the location as mentioned in the BOQ/Scope of Work.

However, Chief Engineer (Store) shall be the consignee for this contract and payment and other codal formalities shall be done through Chief Engineer (Store) for all the material. The address of consignee shall be as following:

Chief Engineer/Head (Store),

Satluj Bhawan, Arun Sadan,
SAPDC, Tumlingtar,
Distt. Sankhuwasabha, Nepal.
(Mobile No.: 9852058138, 9852099567
Email: store.sjvnnepal@sjvn.nic.in

21. **Inspection:** Inspection of the item(s)/material shall be carried out by EIC or his authorized representative at Store/ locations as mentioned in the BOQ/Scope of Work. EIC shall ensure the technical specification(s), make/brand/model (as applicable) of the supplied item(s) is/are as per NIQ/LOA.
22. **Insurance:** -
The successful firm/agency (i.e., to whom the work will be awarded) shall take out and maintain, and shall cause any associated person (s)/manpower to take out and maintain, at its (or the associated person s', as the case may be) own cost but on terms and conditions approved by SAPDC, insurance against the risks, and for the coverage, as stipulated in the contract or any applicable law including Labour Law of the land (in Nepal), and as per SAPDC's Officer Incharge (OIC) instructions, shall provide evidence to SAPDC showing that such insurance has been taken out and maintained and that the current premiums have been paid. The agency/firm shall ensure that such insurances are in place before commencing the Services from effective date as mentioned at Sr. No.5. Alterations to the terms of insurance shall not be made without the approval of the Officer Incharge, SAPDC.
23. **Extension Of Time:** -
Time for completion of services is defined under Clause 5, however, if there is any delay/causes, which in the opinion of bidder is beyond his/her control, in that case, such events shall be brought out in the notice of SAPDC by the bidder in writing within 07 days of occurrence of event.
Upon receiving request from bidder, Engineer-in-Charge of work may give a fair and reasonable extension of time for completion, after taking into consideration the nature of the work delay and practicability of its execution during the period of extension.
Provided further that no monetary claims shall be admissible to the bidder for such extension of times.
24. **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-3 HEP, 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.
25. **Clause deleted without change in Serial No.**
26. Corrigendum/Addendum, if any to NIQ shall be uploaded only on <http://sjvn.nic.in/tender.htm> & <http://www.sapdc.com.np/pages/tender>.
27. SAPDC reserves the right to reject any or all the tenders without assigning any reason thereof.
28. For any enquiry/clarification for submission of bid and any other information, the Bidders may contact to: -

Name	Designation	Contact No.	Address
Er. R.K. Jassal	Chief Engineer (P&C)	Mob.: +977-985202490 6	Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal.

29. **Integrity Pact:-** To improve transparency and fairness in the tendering process, SAPDC is implementing Integrity Pact To improve transparency and fairness in the tendering process the Employer is implementing Integrity Pact. Integrity Pact is deemed as part of the contract so that the prospective bidders are bound by its provisions.

The Integrity Pact, signed by all 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. Only those Bidders who have entered into Integrity Pact with the Employer shall be eligible to participate in the bidding process. Bidders signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter. Entering into Integrity Pact as per **Annexure-F** is a basic qualifying requirement. In case of JV, each partner of JV shall sign Integrity Pact with the Employer. In case of sub-contracting, the Principal contractor shall be responsible for adoption of Integrity Pact by the sub-contractor.

To oversee the compliance of obligation under the Integrity Pact, a panel of Independent External Monitor(s) (IEMs) have been appointed by concerned authority. The Contact address of IEMs are as under:

Sr.No.	Name of IEMs	Address of IEMs
1.	Smt. Archana Pandey Tiwari, IRS (Retd.)	C-32, Nangal Dewat, Vasant Kunj, New Delhi-110070 Email: ampandey2001@yahoo.com
2.	Sh. Manoj Pant, IFoS (Retd.)	House no. 70, Usha Colony, Sahastradhara Road, Dehradun-248013 Uttarakhand. Email: mpant2007@gmail.com

The Integrity Pact duly signed on behalf of SAPDC is given at **Annexure-F** of the Bid Document. The Integrity Pact shall be downloaded, printed and signed by the bidder and **the hard copy shall be submitted in Part-I of Bid.**

30. **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 .by air by around thirty-five minutes' journey.
- d. Tumlingtar to Kerabari: Kerabari is about 52 Km from Tumlingtar.

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/](mailto:pnc.sapdc@gmail.com)
pnc.sapdc@sjvn.nic.in

Bill of Quantities (BOQ)

NAME OF WORK: (PPR-170/2023) "Supply, Transportation, Installation and Commissioning of Networking Equipment at Power House Site, Pukhuwa, Sankhuwasabha, Nepal."								
Sr. No	Description	Acceptable Makes/Brands	Unit	Qty.	Offered make/Brand/Model (If applicable to be filled by the bidder)	Unit Rate (NPR) (Including VAT)		Amount (NPR) (Including VAT)
						In Figures	In Words	
1.	Manageable Switch 24 Port	Cisco/Juniper /Extreme	Nos	2				
2.	POE Switch 24 Port	Cisco/Juniper /Extreme	Nos	3				
3.	Indoor Access Point (Wifi 5 wave 2)	Extreme/Ruckus/Sophos	Nos	15				
4.	Indoor Access Point (Wifi 6)	Extreme/Ruckus/Cisco	Nos	10				
5.	CAT-6 Cable	UGreen/CommScope/Panduit	Rolls	10				

6.	CAT-6 Cable Patch chord-0.5 meter	Reputed brand	Nos	100				
7.	CAT-6 Cable Patch chord-2 meter	Reputed brand	Nos	50				
8.	CAT-6 Cable Patch chord-3 meter	Reputed brand	Nos	25				
9.	6 Way Power Distribution Unit	Bolein/Dlink/Link basic	Nos	7				
10.	1.25 G SFP	Dlink/Cisco/Walsun or Compatible with sr.no 1,2	Pair	10				
11.	10 G SFP	Dlink/Cisco/Walsun or Compatible with sr.no 1,3	Pair	10				
12.	RJ45 with Metal Guide	Common Scope, Panduit or Equivalent	Nos	1000				
13.	Patch Panel 24 Port	Legrand, Panduit, Link basic	Nos	7				

14.	Cable Manager	Legrand, Panduit, Link basic	Nos	7				
15.	Installation and Service Charge	-	Lot					
Total Amount (NPR) (Including VAT, Transportation, Installation, & Commissioning charges)								
Overall Discount offered, if any (%)								
Net Amount after offered discount (NPR) (VAT, Transportation, Installation, & Commissioning charges)								

Note:

- 1) Only unconditional discount offered at appropriate place in the BOQ shall only be considered for evaluation of the bid, discount offered at any other place or in any other document/letter submitted by the bidder along with the bid shall not be considered for the purpose of evaluation as well as award. Further, the bidder shall quote rate and amount inclusive of VAT, any other charges/taxes/VAT mentioned at any other place/document/letter by the bidder/supplier shall also for not be considered evaluation as well as award.
- 2) Offered Make/Model/Brand (If applicable) should be filled by the bidder for which quoting the rates.

Date:

Place:

For and on behalf of the bidder /Supplier

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

Undertaking for Compliance of minimum Technical Specification of the item(s) (PPR-170/2023)

Sr. No.	Item Description along with Technical Specifications/ Required Specification	Compliance filled by the bidder as either YES/NO /Mentioning the corresponding specification
1. Manageable Switch 24 Port		
Manufacturer	Cisco/ Juniper/ Extreme Networks	
Form Factor	19” rack-mountable	
Layer 3 Capabilities	Configuration of Layer 3 interfaces on physical ports, LAGs, VLANs, loopbacks	
IPv4 Routing Table Size	Up to 1K entries	
Ports	24 x 10/100/1000Base-T Gigabit Ethernet + 4 x 10G SFP uplinks	
Switching Capacity	Minimum of 288 Gbps bidirectional Packet Switching Capacity and minimum of 214 Mpps Layer 2/Layer 3 throughput.	
MAC Address Table Size	32K entries or higher	
RAM	2GB or higher	
Flash	2GB or higher	
Spanning Tree Protocols	802.1d, 802.1w, 802.1s, PVST+	
VLAN Support	4K VLANs	
Link Aggregation	Should support IEEE 802.3ad Link Aggregation Control Protocol (LACP) with up to 16 links (ports) per LAG with number of LAGs at least 100.	
Routing Protocols	Should support IGMPv1, v2, and v3, PIM-SM / DM, PIM-SSM, Multicast Source Discovery Protocol, Multicast Vlan - MSDP and IGMP Snooping	
Security	SSHv1/v2, 802.1X port security	
Management	CLI, web GUI, SNMPv3, RMON, SNT, syslog	
Power Savings	Energy Efficient Ethernet (802.3az)	
Warranty	1 year minimum or OEM Whichever is higher	
Manufacturer Recognition	Authorization certificate from OEM	
2. POE Switch 24 Port		
Manufacturer	Cisco/Juniper/ Sophos	
Form Factor	19” rack-mountable	
Ports	24 x 10/100/1000Base-T PoE RJ45 ports + 4 x 10G SFP+ uplinks + 1 x console port	
Switching Capacity	128 Gbps or higher	
VLAN Support	Up to 256 VLANs	
MAC Address Table	16K entries or more	

Size		
PoE Budget	400W or above	
PoE Standards	802.3af/802.3at on all ports (24 ports at 15.4W, 12 ports at 30W)	
Warranty	1 year or OEM whichever is higher	
Management	Web-based GUI, CLI, SNMPv1/v2c or cloud Controller	
Layer 2 Protocols	STP, RSTP, MSTP, Root Guard, BPDU Guard	
VLAN Support	802.1Q, Dynamic VLAN	
Security	802.1X Authentication	
Monitoring	Port mirroring	
Convergence	LACP, DHCP snooping	
Routing Support	Static routing	
DHCP Relay	Supported	
Certification	UL, CE, FCC Marking	
Manufacturer Recognition	Authorization certificate/letter is required.	
3. Indoor AP		
Manufacturer	Extreme/Ruckus/Sophos	
Wi-Fi Standards	802.11a/b/g/n/ac or higher (WIFI 5 Wave 2)	
Use Case	Indoor	
Radio Technology	Dual Band (2.4 GHz and 5 GHz)	
Radio Streams	2*2:2 MU-MIMO (multi-user, multiple input, multiple output)	
SSID per Radio/Total	Shall support 16 SSID's per AP	
Throughput	Minimum 574Mbps (2.4GHz), 867Mbps (5GHz), Both radios band for aggregate capacity of around 1167 Mbps or higher	
Channel	Should support 20,40, 80 MHz Channels.	
Antennas	Internal dual-band	
Ports	1x Gigabit Ethernet	
PoE	802.3af	
Security	WPA2/WPA3 Personal and Enterprise	
Concurrent Users	Minimum 200	
Mounting	Ceiling Mount, Accessories for mounting should be included.	
Hardware Platform	On-Premise: Centralized and Distributed and Cloud	
Authorization	Manufacturer Authorization letter must be submitted.	
Note:		
<ol style="list-style-type: none"> 1. AP should be flexible hardware to be deployed as standalone, AP as controller, Controller-based, cloud based. 2. Controller should be cloud based Offering with Intuitive Configuration Workflows, Real-Time & Historical Monitoring, and Simplified Troubleshooting. 3. All the Transceivers, Wireless controller, Access points and Power injector should be from the same OEM for better integration. 		
4. Indoor WIFI 6 enabled Access Point		
Manufacturer	Extreme/Ruckus/Cisco	
Wi-Fi Standards	802.11ax	

Use Case	Indoor	
Radio Technology	Dual Band (2.4 GHz and 5 GHz)	
Radio Streams	2*2:2 MU-MIMO (multi-user, multiple input, multiple output)	
SSID per Radio/Total	8/16	
Throughput	2.4GHz: 574Mbps, 5GHz: 1200Mbps	
Channel	Should support 20,40, 80 MHz Channels.	
Antennas	Internal dual-band	
Ports	Autosensing 10/100/1000 Ethernet Port, RJ45. Access point should have USB support.	
PoE	802.3af	
Security	WPA2/WPA3 Personal and Enterprise	
Concurrent Users per Radio/Total	512/1024.	
Mounting	Ceiling Mount, Accessories for mounting should be included.	
Hardware Platform	On-Premise: Centralized and Distributed and Cloud	
Authorization	Manufacturer Authorization letter must be submitted.	

Remarks:

1. AP should be flexible hardware to be deployed as standalone, AP as controller, Controller-based, cloud based.
2. Controller should be cloud based Offering with Intuitive Configuration Workflows, Real-Time & Historical Monitoring, and Simplified Troubleshooting.
3. All the Transceivers, Wireless controller, Access points and Power injector should be from the same OEM for better integration.

5. CAT-6 Cable

Manufacturer	UGreen/ CommScope/ Panduit	
Performance	ANSI/TIA-568-C.2, ISO 11801 Class E, IEC 61156-5 Category 6 up to 100m in 4-conductor channel	
Conductors	23 AWG or higher pure copper	
PoE Compliance	IEEE 802.3af, IEEE 802.3at	
Max Installation Tension	25 lbf (110N)	
Temperature Rating	0°C to 50°C (32°F to 122°F) during installation -20°C to 75°C (-4°F to 167°F) during operation (Riser) -20°C to 75°C (-4°F to 167°F) during operation	
Jacket Material	Low smoke PVC (Riser) Flame retardant PVC, HDPE insulated (Plenum)	

6. Cat-6 Patch Cord

Manufacturer	Reputed brand	
Conductors	Pure copper	
Category	Cat6, 26 AWG or higher	
Type	Unshielded	
Colour	Blue	
Network Speed	100/1000BASE-T	
PoE Support	PoE, PoE+, PoE++	

Lengths	0.5meter, 2 meters , 3 meter as per BOQ	
7. 6 Way Power Distribution Unit		
Input Voltage	200-240VAC, 50/60 Hz	
Output Receptacles	6	
Output Capacity	24A total	
Overcurrent Protection	Branch circuit breaker	
Cord Length	2 meters	
Outlet Metering	Current, voltage, power per outlet	
Mounting	19" rackmount brackets	
Enclosure	Powder coated steel	
Dimensions	1U x 19" x Depth	
Manufacturers	Bolein / Dlink / LinkBasic	
8. 1.25 G SFP		
Manufacturer	D-Link/ Cisco/ Walsun or Compatible	
Form Factor	SFP	
Connector Type	LC	
Operation	Bidirectional	
Distance	20km	
Speed	1.25Gbps	
Compatibility	Compatible with Cisco, Sophos, Extreme switches	
Optical Wavelength	1310nm	
Fiber Type	Single-mode fiber	
Max Input Power	-8 to -3 dBm	
Operating Temperature	0°C to 70°C	
Humidity	5% to 95% RH	
Hot-pluggable	Yes	
9. 10 G SFP +		
Manufacturer	D-Link/ Cisco/ Walsun or Compatible,	
Form Factor	SFP+	
Connector Type	LC	
Operation	Bidirectional	
Distance	20km	
Speed	10Gbps	
Compatibility	Compatible with Cisco, Sophos, Extreme switches, Juniper Switches	
Optical Wavelength	1310nm	
Fiber Type	Single-mode fiber	
Max Input Power	-8 to -3 dBm	
Operating Temperature	0°C to 70°C	
Humidity	5% to 95% RH	
Hot-pluggable	Yes	
10. RJ45 with Metal Guide		
Connector Type	RJ45 8P8C	
Interface	Ethernet, 1Gbps	

Contacts	50 micro-inch gold-plated copper alloy	
Plug Housing	High-impact thermoplastic	
Jacket	Unshielded	
Wiring Standard	T568A/T568B	
Cable Types	Stranded/solid CAT5e, CAT6, CAT6a	
Wire Gauge	24-26 AWG	
IDC Socket	Phosphor bronze with tin-plating	
Port Protection	Shuttered port to prevent dust/debris ingress	
Strain Relief	Metal guide for cable strain relief	
Durability	750 mating cycles minimum	
PoE Support	PoE, PoE+ standards compliant	
Temperature Rating	-40°C to 85°C	
Compliance	ISO 11801, IEC 60603-7, RoHS	
Manufacturer	CommScope, Panduit or Equivalent	
11. Patch Panel 24 Port		
Ports	24 RJ45 ports	
Category	Cat6/Cat6A	
Connector Type	RJ45 8P8C jack	
Wiring Pattern	T568A/T568B	
IDC Contacts	Phosphor bronze with tin plating	
Port Labeling	Numeric port labels on front	
Mounting	19" rack mountable	
Construction	Powder coated steel or aluminum	
Port Density	1U height	
Cable Management	Pre-terminated wire management bar	
PoE Support	PoE+/PoE++ compliant	
Testing	Factory tested to match category rating	
Compliance	TIA-568, ISO 11801	
Manufacturer	Legrand, Panduit, Link basic	
12. Cable Manager		
Type	Horizontal cable manager	
Material	Steel/Aluminum	
Finish	Black powder coated	
Mounting	19" rack mount	
Capacity	24 CAT6A cables	
Rings	Durable steel rings	
Cover	Removable cover for easy access	
Dimensions	1U H x 19" W x Depth	
Cable access	Slots/brush strips on sides	
Compatibility	All EIA-310 compliant racks	
Load rating	20 kg minimum	
Manufacturer	Legrand, Panduit, Link Basic	

For & on behalf of the bidder /Supplier

.....

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

Note: - Deviation, if any considered by the bidder as per Annexure-B, then the same shall be examined by SAPDC in line with Technical specification whether the same is acceptable or not. In case of non-acceptance by SAPDC the bid may be rejected. Further, Annexure-B shall be made the part of Supply order/LOA.

SCOPE OF WORK (PPR-170/2023)

NAME OF WORK: “Supply, Transportation, Installation and Commissioning of Networking Equipment at Power House Site, Pukhuwa, Sankhuwasabha, Nepal. (PPR-170/2023)”.

1.0 SCOPE OF WORK:

- a. Supply, Transportation, Installation & Commissioning of networking equipment at Power House Site, Pukhuwa, Sankhuwasabha, Nepal.
- b. Supply of materials should be done as per TS to the consignee at the following address:

Chief Engineer (Store),
Satluj Bhawan, Arun Sadan,
SAPDC, Tumlingtar,
Distt. Sankhuwasabha, Nepal.
(Mobile No.: 9852058138, 9852099567)
Email: store.sapdc@gmail.com

SPECIAL TERMS & CONDITION

1. The transportation of material upto SAPDC Store, Tumlingtar shall be in the scope of supplier.
2. Further, transportation of material from SAPDC Store, Tumlingtar to Power House site Phukuwa shall be in the scope of SAPDC.
3. Transportation, Fooding & Lodging of Commissioning Engineer shall be in the scope of contractor/supplier.

FORM OF DECLARATION (PPR-170/2023)

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, Installation and Commissioning of Networking Equipment at Power House Site, Pukhuwa, Sankhuwasabha, Nepal. (PPR-170/2023)”** 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/sent 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 (PPR-170/2023)

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

For and on behalf of the bidder /Supplier

.....

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

INTEGRITY PACT-PRE-CONTRACT

Between

SJVN Arun-3 Power Development Company (P) Ltd. (SAPDC), a company incorporated under the Companies Act 2063 and having its registered office at Arun Sadan, SAPDC Complex, Ward No. 9, Tumlingtar, Khandbari Municipality, Sakhwasabaha, 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. _____, Authorized Person, 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, Installation and Commissioning of Networking Equipment at Power House Site, Pukhuwa, Sankhuwasabha, Nepal." and the Bidder/Contractor is willing to offer against NIQ No. **SAPDC/P&C/ARUN-3 HEP/PPR-170/2023- dated12.2023**

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.
- 1.4 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.

2.0 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: -

- 2.1 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.
- 2.2 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.

- 2.3 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.
- 2.4 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
- 2.5 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.
- 2.6 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.
- 2.7 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.8 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.
- 2.9 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.
- 2.10 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.11 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).
- 2.12 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.
- 2.13 The Bidder/supplier shall follow all rules and regulations of **India and/or Nepal**.



3.0 Previous Transgression

- 3.1 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*).
- 3.2 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.

4.0 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.

5.0 Sanctions for Violations

- 5.1 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 disqualify the bidder and call off the pre contract proceedings 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.



- 5.2 The Employer will be entitled to take all or any of the actions mentioned at para 5.1 (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.
- 5.3 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.

6.0 Independent External Monitor(s)

- 6.1 The Employer has appointed Independent External Monitor(s) (hereinafter referred to as Monitors) for this Pact.
- 6.2 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.
- 6.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 6.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement for which a complaint or issue is raised before them 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.
- 6.5 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.
- 6.6 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.
- 6.7 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.



- 6.8 The Monitor will submit a written report to the CMD/CEO/MD of Employer within 30 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.
- 6.9 The word 'Monitor' would include both singular and plural.
- 6.10 In the event of a dispute between the management and the contractor related to those contracts where integrity pact is applicable, in case both the parties agree, they may try to settle the dispute through mediation before the panel of IEMs in a time bound manner. In case the dispute remains unresolved even after mediation by the panel of IEMs, SJVN/SAPDC may take further action as per the terms and conditions of Contract. Expenses on dispute resolution shall be equally shared by both the parties

7.0 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.

8.0 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.

9.0 Other Legal Actions

- 9.1 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.
- 9.2 Changes and supplements as well as termination notice need to be made in writing.
- 9.3 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.


10.0 Validity

- 10.1 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.
- 10.2 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.



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

Employer



Name of the Officer: **R.K Jassal**

Designation: **CE (P&C)**

Place: Tumlingtar, Nepal

Date-----

Witness 1. _____

—

(Name and address)

2. _____

(Name and address)

Bidder

(Authorized Person)

(Name of the Person)

Designation

Place-----

Date-----

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 the relevant government department 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.
- 1.2 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 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/SAPDC's Corporate Office for displaying the same on SJVN's/SAPDC's website. Corporate Contracts Department, SJVN/SAPDC 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.



(To be filled, signed, stamped & attached with Integrity Pact)

FORM OF DECLARATION OF ELIGIBILITY

UNDERTAKING

We, M/s 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 Authority Signatory of Contractor)