

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



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

Ref.No.: SAPDC/P&C/PPR-97/2020-110

Dated: 24.01.2020

NOTICE INVITING QUOTATIONS (NIQ)

Sealed quotations are herewith invited by SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC/Employer) from the eligible firms/agencies of Nepal for “**Empanelment of Advertising Agencies in SAPDC, Arun-3 HEP, Tumlingtar, Sankhuwasabha Distt. Nepal for a period of 1 year (PPR-97)**” 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.	Integrity Pact	Refer <i>Annexure 'D'</i>

TERMS & CONDITIONS (T&C):

1. Minimum Qualifying Requirements

- a. To qualify for award the firms/agencies should have **Average Annual Turnover** of at least **NPR 15,20,200/-** during the last 3 financial years, ending 15th July, 2019.

The firms/agencies shall submit copies of financial statements (Balance Sheets) and /or Audit Reports and/or tax clearance certificate obtained from the Inland Revenue Department or documents showing submission of tax returns for the last 3 years, ending 15th July 2019 in support of meeting turnover requirements.

In case where Audited financial results for the immediately preceding year are not available, then a statement of account as on the closing date of the immediately preceding financial year depicting the Turnover duly certified by their Statutory Auditor/ Certified Public Accountant carrying out the statutory audit shall be enclosed with the Bid along with copy of appointment letter of the Statutory Auditor.

- b. The firms/agencies shall be registered under Advertising Association of Nepal.

2. The firms/agencies 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 “**Empanelment of Advertising Agencies in SAPDC, Arun-3 HEP, Tumlingtar, Sankhuwasabha Distt. Nepal for a period**

of 1 year (PPR-97)” and submitted at either of the following address the address through courier or by post or by hand on or before 23.02.2020 by 15:00 Hrs.

**Chief Engineer (P&C),
SAPDC, Arun-3 HEP, Satluj Bhawan, Arun Sadan, Tumlingtar,
Distt. Sankhuwasabha, Nepal
Ph. +977-29-575154, Mob.:- 9852058517,
E-mail Address: pnc.sapdc@gmail.com**

The bid proposals shall be opened at Tumlingtar Office on 24.02.2020 at 1600 Hrs. in presence of authorized representative of firms/agencies who choose to attend.

The contents of bid proposals shall be as under:

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. Proof of registration under Advertising Association of Nepal.
- iv. Form of declaration enclosed as “Annexure-C”.
- v. ‘Integrity Pact’ enclosed as Annexure-D.

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 Part-I envelope shall be opened.
 - ii. Part-II (Price Bid) shall be opened on same day if no clarification is required from the Bidder(s). In case clarification is sought from any Bidder(s), separate intimation shall be given for opening of Price Bids.
3. No material and T&P will be issued by SAPDC.
 4. **Period of Contract:-** The period for contract shall be 01 (One) year from the date of issuance of Letter of Acceptance. During the contract period the, the successful firm/agency shall carry out the services as per Scope of Work. The Contract period may be extended beyond 01 year on the same terms and conditions for a maximum period of another 6 months subject to satisfactory performance certification by OIC.
 5. **Bid Validity:** The bid (s) shall be valid for 90 days from last date of submission of bid (s).
 6. **Prices:** The firms/agencies shall offer rates & prices “on Firm Price Basis”. The quoted rates shall be inclusive of all other taxes & duties etc. excluding VAT and SAPDC shall not bear anything extra on this account. As regards the Income Tax, Surcharge on income tax & any other Taxes as applicable in Nepal except VAT, SAPDC shall not bear any Tax liability whatsoever. The Bidder shall be liable and responsible for payment of such Taxes if applicable under the

provision of law at present or in future in Nepal. SAPDC will deduct TDS (Tax deductions at Source) as applicable. The details/information towards the deductions shall be issued by SAPDC.

Any statutory variation in the rate of taxes after the last date of submission of bid (if any), during the currency of the contract including extension thereof shall be reimbursed/adjusted on production of documentary proof.

The rates shall be firm during the entire period of contract and no escalation shall be payable, except in case of revision of publishing rates of newspaper publishing house/magazine from concerned bodies from the effective date of revision. The documentary evidence for the same against revision shall also be submitted by the firms/agencies. Base date for price variation on account of revision in publishing rates of newspaper/magazine shall be the last date for submission of bid(s).

Rates 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 rate/net rate 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:

100% payment shall be made after completion of particular assignment and receipt of original bill alongwith the copy of published newspaper/magazine advertisement in the office of Officer-in-Charge (OIC). The payment shall be released against the submission of bill and certification by OIC or his authorised representative. Payment shall be released within 15 days of receipt of bill complete in all respect after statutory deductions (if any).

8. Earnest Money Deposit (EMD):

- a) Earnest Money amounting to NPR 1,01,500/- shall be submitted in the shape of Bank Draft/Manager Cheque/FDR (duly pledged in favour of SAPDC)/Bank Guarantee in favour of SJVN Arun-3 Power Development Company Pvt. Ltd.(SAPDC), payable at Khandbari. Bank Guarantee may be in the format provided in tender document.
- b) EMD of the bidder shall be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of validity of the bid.
- c) EMD of the bidder shall be forfeited, in the event of non-compliance of Letter of Acceptance including non-completion of assigned jobs etc. by the successful bidder.
- d) The EMD of unsuccessful bidders shall be released within 25 days after the issuance of Letter of Acceptance and the EMD of the successful bidder shall be released within 30 days after the issuance of Letter of Acceptance subject to furnishing of requisite Performance Security in accordance to Sr. No. 11 of this NIQ.
- e) The EMD shall be valid for 120 days beyond the last date of submission of bids.
- f) No interest shall be payable by SAPDC on EMD.

9. Award Criteria: The work shall be awarded to the firms/agency(ies) who have quoted the lowest rate(s) for respective newspapers & magazines and respective pages (Color-Inside Page/Color-

Front Page/Color-Back Page/Black & White-Inside Page/Black & White-Front Page/Black & White-Back Page) under **Annexure-B** in the Bill of Quantities.

- 10. Liquidated Damages (LD):** In case of delayed completion of assignment(s), LD shall be levied as per following details:

Sr. No.	Nature/Description of Work	Completion period for particular assignment	Extent of LD
1	Publication in newspapers	Within 2 Days after finalization of design/confirmation by SAPDC as directed by OIC	1% of particular assignment amount per day for delay in completion shall be levied subject to maximum of 5% of the particular assignment amount.
2	Publication in magazines	Within 7 Days after finalization of design/confirmation by SAPDC as directed by OIC	1% of particular assignment amount per day for delay in completion shall be levied subject to maximum of 5% of the particular assignment amount.

In case the agency fails to publish the advertisement in newspapers/ magazines after levy of maximum LD, SAPDC reserves the right to cancel the particular assignment or terminate the LOA alongwith forfeiture of bid EMD/Performance Security as the case may be.

11. Performance Security Deposit

- 11.1 Within 30 (thirty) days from the date of issue of the Letter of Acceptance, the successful bidder shall deliver to the Employer a Performance Security equal to NPR 25,000/- valid till 45 days beyond Contract Completion Period.
- 11.2 The Performance Security Deposit shall be in the form of a demand draft / FDR / Banker Cheque/ Pay order issued by a Class A bank situated in Nepal acceptable to SJVN Arun-3 Power Development Company Private Limited. The bidder may also submit the same in the form of irrevocable, valid and fully enforceable Bank Guarantee in favour of SJVN Arun-3 Power Development Company Private Limited in the prescribed form from a Class A bank situated in Nepal acceptable to SJVN Arun-3 Power Development Company Private Limited which shall be valid till **45 (Forty five) days beyond Completion Period.**
- 11.3 Failure of the successful Bidder to comply with the requirements of Clause 11.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money Deposit. He will also be debarred from participating in bids invited by the Project for one year.

- 12. 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.

13. Corrigendum/Addendum, if any to NIQ shall be uploaded only on <http://sjvn.nic.in/tender.htm> & <http://www.sapdc.com.np/pages/tender>.
14. SAPDC reserves the right to reject any or all the tenders without assigning any reason thereof.
15. 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)	+977-29-575154, 9852058517	Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal.

16. **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, India) and will await their decision in the matter.

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

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

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

The address for correspondence with IEMs is as under:

**Independent External Monitors for SJVN,
C/o Chief Engineer (P&C)
SAPDC, Arun-3 HEP,
Satluj Bhawan, Arun Sadan, Tumlingtar
Distt. Sankhuwasabha, Nepal**

The Integrity Pact duly signed on behalf of the Employer has been enclosed at **Annexure-D**. The Integrity Pact shall be signed & stamped by the firm/agency and the hard copy shall be submitted in Part-I (Envelope-I) of Bid.

For & on the behalf of SAPDC

Sd/-

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

Scope of work

The scope includes designing & conceptualizing of window advertisement in newspapers/magazines as per the requirement of SAPDC, publication in newspapers/magazines after finalization of design/confirmation by SAPDC as directed by OIC. The newspapers/magazines in which advertisement is to be published, shall be decided by SAPDC. After publishing of the advertisement in newspapers/magazines, the copy of same shall be provided to the OIC. The publishing of advertisements in newspapers and magazines shall be done within 2 days and 7 days respectively after finalization of design/confirmation by SAPDC as directed by OIC.

The tentative number of advertisements to be published are tabulated below:

Sr. No.	Type and location of printing	Estimates no. of advertisements* (Approx. size 48 CC#)
<u>Part-A “Newspapers”</u>		
1.	Color – Inside Page	6
2.	Color – Front Page	5
3.	Color – Back Page	5
4.	Black & White - Inside Page	75
5.	Black & White - Front Page	1
6.	Black & White – Back Page	5
<u>Part-B “Magazines”</u>		
7.	New Age Business Magazine - Inside Premium Page Colored (full page)	3
8.	Food and Wine Magazine - Back Page Colored (full page)	3
9.	ECS Magazine - Back Page Colored (full page)	3
10.	Parikrama Magazine - Inside Page Colored (full page)	3

* The number of advertisements is tentative however, the number of advertisements can vary and the payment shall be made on actual basis.

The size of advertisements is tentative however, the size may vary depending upon the matter of advertisement.

BILL OF QUANTITIES

Name of Work:- PPR 97 “Empanelment of Advertising Agencies in SAPDC, Arun-3 HEP, Tumlingtar, Sankhuwasabha Distt. Nepal for a period of 1 year”

Sr. No	Name of Newspaper/ Magazine	Type and location of printing	Unit	Unit Rate excluding VAT (NPR)	
				In Figures	In Words
<u>Part-A “Newspapers”</u>					
1.	Kantipur	Color – Inside Page	Per CC		
2.		Color – Front Page	Per CC		
3.		Color – Back Page	Per CC		
4.		Black & White - Front Page	Per CC		
5.		Black & White - Inside Page	Per CC		
6.		Black & White – Back Page	Per CC		
7.	Gorkhapatra	Color – Inside Page	Per CC		

8.	Gorkhapatra	Color – Front Page	Per CC		
9.		Color – Back Page	Per CC		
10.		Black & White - Front Page	Per CC		
11.		Black & White - Inside Page	Per CC		
12.		Black & White – Back Page	Per CC		
13.		Color – Inside Page	Per CC		
14.	Republica	Color – Front Page	Per CC		

15.	Republica	Color – Back Page	Per CC		
16.		Black & White - Front Page	Per CC		
17.		Black & White - Inside Page	Per CC		
18.		Black & White – Back Page	Per CC		
19.	The Himalyan Times	Color – Inside Page	Per CC		
20.		Color – Front Page	Per CC		
21.		Color – Back Page	Per CC		
22.		Black & White - Front Page	Per CC		

23.	The Himalyan Times	Black & White - Inside Page	Per CC		
24.		Black & White – Back Page	Per CC		
25.	Nagrík	Color – Inside Page	Per CC		
26.		Color – Front Page	Per CC		
27.		Color – Back Page	Per CC		
28.		Black & White - Front Page	Per CC		
29.		Black & White - Inside Page	Per CC		
30.		Black & White – Back Page	Per CC		

31.	The Kathmandu Post	Color – Inside Page	Per CC		
32.		Color – Front Page	Per CC		
33.		Color – Back Page	Per CC		
34.		Black & White - Front Page	Per CC		
35.		Black & White - Inside Page	Per CC		
36.		Black & White – Back Page	Per CC		

Part-B “Magazines”

1.	New Age Business Magazine	Inside Premium Page colored (full page)	Per issue		
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2.	Food and Wine Magazine	Back Page Colored (full page)	Per issue		
3.	ECS Magazine	Back Page Colored (full page)	Per issue		
4.	Parikrama Magazine	Inside Page Colored (full page)	Per issue		

Note: VAT shall be paid at the prevailing rates.

Date:

Place:

Bidders Name and Signature along with seal

FORM OF DECLARATION

M/s------(name of Bidder/Agency) having its registered office at ----- (hereinafter referred to as `the Bidder/Supplier´) having carefully studied all Terms and conditions, scope of work, BOQ etc. and all corrigendum(if any) pertaining to the for **“Empanelment of Advertising Agencies in SAPDC, Arun-3 HEP, Tumlingtar, Sankhuwasabha Distt. Nepal for a period of 1 year (PPR-97)”** 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)

INSTRUCTIONS TO BE FOLLOWED FOR EXECUTION OF ALL KINDS OF BANK GUARANTEES

1. Bank Guarantee should be executed on papers of requisite value in accordance with the Stamp Act as applicable in Nepal.
2. The executing officers of the Bank Guarantee shall clearly indicate in (Block Letters), his name, designation, Power of Attorney No:/Signing Power No. etc.
3. Each page of the Bank Guarantee shall be duly signed / initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para2) under the seal of the Bank.
4. The original Bank Guarantee should be sent by the Bank to SJVN Arun-3 Power Development Company Private limited directly under Regd. Post (A.D.). However, in exceptional cases, where the original BG is handed over to the bidder by the issuing bank/branch, the bidder shall ensure that an un-stamped duplicate copy of the BG has been sent immediately by the issuing bank/branch under Regd. Post (A.D.) directly to SJVN Arun-3 Power Development Company Private limited with a covering letter to compare with original BGs and confirm that it is in order.

1.0 FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(Refer clause 8.0 of NIQ)

WHEREAS _____ (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated _____ (date) for "Empanelment of Advertising Agencies in SAPDC, Arun-3 HEP, Tumlingtar, Sankhuwasabha Distt. Nepal for a period of 1 year (PPR-97)"

SEALED with the Common Seal of the said Bank this ____ day of _____ (Month and Year).

THE CONDITIONS of this obligation are:

1. If after Bid opening the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid or
2. If the Bidder having been notified of the acceptance of his Bid by the SJVN Arun-3 Power Development Company Private Limited, during the period of bid validity.
 - a. does not accept the correction of the Bid Price pursuant to Clause 6.0 of this document.
 - b. adopts corrupt or fraudulent practices

We undertake to pay to the SJVN Arun-3 Power Development Company Private Limited, the above amount upon receipt of its first written demand without the SJVN Arun-3 Power Development Company Private Limited having to substantiate its demand, provided that in its demand the SJVN Arun-3 Power Development Company Private Limited will note that the amount claimed by it due to it owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 120 days after the deadline for submission of Bids as stated in the invitation to bid or as it may be extended by the SJVN Arun-3 Power Development Company Private Limited notice of which extensions(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____

SIGNATURE OF THE BANK _____

WITNESS _____

SEAL _____

(Signature, name and address)

2.0 FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT
(Refer clause 11.0 of NIQ)

Date:

To,
Name & Address of the Employer

We have been informed that(the "company"), having its registered office at has entered into a Agreement on20.... with you for the work of "Empanelment of Advertising Agencies in SAPDC, Arun-3 HEP, Tumlingtar, Sankhuwasabha Distt. Nepal for a period of 1 year (PPR-97)".

In accordance with the terms of the AGREEMENT, the Company is required to submit an unconditional and irrevocable, payable on-demand bank guarantee of NPR (Nepalese Rupees only), (the "**Security Amount**") to SAPDC for the due and faithful performance of the Company's obligations under the AGREEMENT (the "**Performance Security**") and we(name and address of the Bank, hereinafter called the "**Guarantor**") have at the request of the Company agreed to provide such Performance Security, being this Bank Guarantee (Performance Security) No.

On your first written demand, stating that (a) the Company is in default of its obligations under the AGREEMENT, or (b) the Company has not replaced this Performance Security with another performance security issued on the same terms at least fourteen (14) days prior to the Expiry Date (as hereinafter defined), we, the Guarantor as primary obligor hereby expressly, unconditionally and irrevocably undertake to pay to SAPDC, without demur, reservation, protest and any reference to the Company or the AGREEMENT the amount specified in such demand, provided that the total of all demands shall not exceed the sum of the Security Amount. You shall not be required to prove or show grounds for your demand or the sum specified therein. It is clarified further that your demand shall be conclusive evidence to us that such payment is due under the terms of the AGREEMENT. It shall not be necessary, and the Guarantor hereby waives any necessity, for SAPDC to proceed against the Company before presenting to the Guarantor its demand under the Performance Security.

The term of this Performance Security shall commence on the date of its issuance and shall expire on the date 45 days beyond the completion period (the "**Expiry Date**").

All claims, if any, in respect of this Performance Security must be received by the Guarantor on or before the Expiry Date.

This guarantee is subject to Uniform Rules for Demand Guarantees ICC Publication No. 758, except that the provisions of Article 26 are hereby excluded and shall be governed by and construed in accordance with the Laws of Nepal and will be subject to the jurisdiction of the courts of Nepal.

The Performance Security shall not be affected by any change in the constitution of the Guarantor or of the Company.

Notwithstanding anything contained hereinabove:

- (1) Our liability under this Guarantee shall not exceed the Security Amount

- (2) Any demand may be brought by SAPDC under this Guarantee up to close of business on the Expiry Date.
- (3) We shall be liable to pay any amount under this Guarantee or part thereof only if we receive a claim or demand in writing within banking hours at our branch on or before the Expiry Date and if no such demand has been received by us by that time and date, all rights to bring any demand under this guarantee will cease.

Notwithstanding sub-section (2) and (3) above, all claims made by SAPDC on or before the Expiry Date shall, subject to sub-section (1) above, be honoured by the Guarantor where payment in respect of such demands have not been made by the Expiry Date.

This guarantee (or any of its proceeds) is not assignable and is not transferable in whole or in part.

Upon payment by the Guarantor in respect of all claims or demands made by SAPDC under this Bank Guarantee on or before the Expiry Date, this guarantee automatically becomes null and void whether or not the original has been returned to us.

Signed for and on behalf of:

Name:

Designation:.....

Seal of the Bank:.....

Signed for and on behalf of:

[Note: delete the following signature block if not applicable]

[Signed for and on behalf of confirming bank in Nepal:.....

Name:.....

Designation:.....

Seal of the Bank:.....

Signed for and on behalf of:.....]

(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 "... *Empanelment of Advertising agencies in*
..... *SAPDC, Arun-3 HEP, Tumlingtar, Sankhuwasabha*
..... *Distt. Nepal for a period of 1 year (PPR-97)*

.....
.....
.....

....."and the Bidder/Contractor is willing to offer against

..... *N.I.Q. reference n.o.: SAPDC/P&C/PPR-97/2020-110 dated 24/01/2020*

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)**

Place-----

Date-----

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

(Name and address) 

2. ANUPAM SHARMA

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

Bidder

(Authorised Person)

(Name of the Person)

Designation

Place-----

Date-----

Witness1. _____

(Name and address)

2. _____

(Name and address)

GUIDELINES ON BANNING OF BUSINESS DEALINGS

1.0 Introduction

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

2.0 Scope

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

3.0 Definitions

In these Guidelines, unless the context otherwise requires:

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



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

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

4.0 Initiation of Banning / Suspension

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

5.0 Suspension of Business Dealings.

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



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

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

7.0 Banning of Business Dealings

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