

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-3 HEP/PPR-174/2024-95

Date: 09.02.2024

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, Installation & Commissioning of IT Equipment’s for network security and implementation in existing network of SAPDC office complex.” (PPR-174/2024)** 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 & Special Terms & Condition	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/authorized distributor/authorized supplier/authorized reseller for item(s) of BOQ for which Bidder is submitting the bid. In addition to above, the suppliers who deals in electrical equipment’s, IT Equipment’s etc. can also participate in bidding subject to furnishing of a certificate from authorized supplier/reseller/ manufacturer for this particular work/assignment/contract. Further, authorization i.r.o item(s) for which Reputed Make/Brand has been allowed, may not be required.
- 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, Installation & Commissioning of IT Equipment’s for network security and implementation in existing network of SAPDC office complex.” (PPR-174/2024) and submitted at the address of the undersigned and must reach this office through courier or by post or by hand on or before **01.03.2024 by 1500 Hrs.** and same shall be opened on **03.03.2024 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. Further, authorization i.r.o item(s) for which reputed Make/Brand has been allowed may not be required.
- 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. **Bidder shall also mention the name of offered make/brand in the table-1 under Annexure-B.**
- v. Duly filled in & signed ‘Form of declaration’ as per Annexure-D.
- vi. Bank Account Details as per Annexure-E.
- vii. Integrity Pact as per Schedule ‘F’.

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) of responsive bidder(s) shall be opened subsequently, if no clarification is required from the Bidder(s). In case clarification is sought from the Bidder(s), separate intimation shall be given for opening of Price Bid(s) of responsive bidder(s).
4. No material and T&P will be issued by SAPDC.
5. **Completion period:** Period of delivery of material shall be 90 days to be reckoned from date of issuance from Supply Order/Letter of Acceptance (LOA) including Supply & transportation etc. complete in all respect as per scope of work. Installation, Testing and Commissioning shall be completed after delivery of material and verification at SAPDC Store, Tumlingtar within 45 days.
6. **Bid Validity:** The bid (s) shall be valid for 90 days from the opening of bid(s).

7. Prices:-

- i. The supplier/bidder shall offer rates & prices “on Firm Price Basis”. The quoted rates for item(s) shall be inclusive of VAT, all other taxes & duties, transportation, loading & unloading etc. and SAPDC shall not bear anything extra on this account. Any statutory variation in the rate of taxes after the last date of submission of bid (if any), during the currency of the contract including extension thereof shall be reimbursed/adjusted on production of documentary proof.
- ii. 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.
- iii. 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.
- iv. The percentage (%) offered discount should be filled in both figures and words. However, if bidder does not Offer any discount on their quoted rate i.r.o any/all item(s) of Bill of Quantities (BOQ) at Annexure-A then the bidder must mention as Nil.

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

- (i) 70% Payment against supply of complete materials at Tumlingtar and after inspection and issuance of inspector certificate of EIC.
- (ii) 25% payment after installation, commissioning and testing of complete Network system at SAPDC & integration with existing firewall network at Shimla, India and after issuance of work complete Certificate by EIC.
- (iii) Balance, Five percent (5%) amount of the contract price shall be retained by SAPDC which shall be released after completion of guarantee/warranty period reckoned from the supply of item(s)/material/goods upon recommendation and submission of satisfactory performance certificates by EIC. No interest shall be paid on the retained amount. If the Contractor expressly requests in writing, he will be permitted to convert the amount of Retention Money deducted from his interim bills into Bank Guarantee to be submitted by the contractor to OIC, in the prescribed form acceptable to SAPDC.

9. Earnest Money Deposit (EMD):

- a. EMD amounting to **NPR 1,61,000/-** shall be submitted in the shape of **Bank Draft** (in original)/**Manager Cheque** (in original) in favor of **SAPDC-NPR CONSTRUCTION ACCOUNT, FDR** (in original) (duly pledged in favor of **SJVN Arun-3 Power Development Company Private Limited (SAPDC)**) payable at Kandbari.
- b. Bank Guarantee (in favor of **SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC)**) payable at Khandbari.

Bank Guarantee for EMD in original shall be submitted along with the proposal. Bank Guarantee may be in the format provided in tender document/NIQ at **Annexure-I**. EMD shall remain valid for a period of the proposal (i.e. **120 days from the last date of submission of bid**) or beyond any period of extension subsequently requested.

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.

- c. EMD of the bidder shall be forfeited :
- i. If bid withdrawn or amends its bid or impairs or derogates from the bid in any respect in the interval between the bid submission deadline and the expiration of the bid validity period.
 - or
 - ii. Adopts corrupt or fraudulent practices
 - or
 - iii. Does not accept the correction of the Bid Price.
 - or
 - iv. EMD of the successful bidder/supplier shall be forfeited, in the event of non-compliance of Supply Order/Letter of Acceptance (LOA).
- d. Bidder may modify or amends its bid or withdraw its bid after submission and before the prescribed deadline for bid submission.
- e. The EMD of unsuccessful bidders shall be released within 28 days without any interest after the issuance of Letter of Acceptance of successful bidder.
- f. The EMD of the successful bidder shall be released within 28 days on the recommendation of Consignee after the receipt of inspection report issued by OIC.
- g. No interest shall be payable by SAPDC on EMD.

10. **Award Criteria:**

- (i) The bid shall be evaluated on Overall L-1 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 the BOQ. In that case Zero (0) rate(s) shall be considered for the purpose for evaluation as well as award.

11. **Liquidated Damages (LD):** In case of delayed delivery, LD @ 0.15% 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.11 & at Sr.No.15).

In case the supplier fails to supply the material within 169 days from the date of issue of supply order, SAPDC reserves the right to terminate the supply order and EMD shall be forfeited/encashed and the forfeited amount shall be as per clause 9c (iv) of NIQ.

12. **Performance Security Deposit:**

- 12.1 Within 30 (thirty) days from the date of issue of the Supply Order/Letter of Acceptance (LOA), the successful bidder(s) shall deliver to the Employer a Performance Security equal to **5% (Five percent)** of the Contract Price valid till 45 days beyond Guarantee/Warranty period.

12.2 The Performance Security Deposit shall be in the form of a demand draft / Banker Cheque in favor of “**SAPDC-NPR Construction Account**” payable at Khandbari, FDR(duly pledged in favor of **SJVN Arun-3 Power Development Company Private Limited(SAPDC)**). The bidder may submit the same in the form of irrevocable, valid and fully enforceable Bank Guarantee in favor of **SJVN Arun-3 Power Development Company Private Limited (SAPDC)** 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 Guarantee/Warrantee Period**.

12.3 Failure of the successful Bidder to comply with the requirements of Clause 12.1 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.

13. **Force Majeure:** The term "Force Majeure" shall herein mean riots (other than among the Vendor's employees), Civil Commotion (to the extent not insurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires not caused by Vendor's negligence and other such causes over which the Vendor has no control and are accepted as such by the

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

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

14. **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.

15. **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 68 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 @ 0.15% 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.11 & at Sr.No.15)

16. **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).

17. **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.

18. **Guarantee/Warranty:**

Guarantee/Warranty 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/Warranty period.

If, supplier fails to perform such obligation(s), then the retained amount/BG as per clause No.8(iii) may be forfeited/ encashed by the SAPDC.

19. **Delivery of Material -F.O.R** – Tumlingtar, Sankhuwasabha, Nepal.

20. **Consignee:** The material/ goods under this Contract shall be dispatched to Consignee at address mentioned below:

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 OIC or his authorized representative at Store/ locations as mentioned in the BOQ/Scope of Work. OIC shall ensure the technical specification(s), make/brand/model (If 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. **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.

24. **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 **Schedule-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	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 **Schedule-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.

25. **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.

26. Corrigendum/Addendum, if any to NIQ shall be uploaded only on <http://sjvn.nic.in> & <http://www.sapdc.com.np> at tender section.

27. SAPDC reserves the right to reject any or all the tenders without assigning any reason thereof.

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

Name	Designation	Contact No.	Address
Er. Praminder Kumar	Chief Engineer (P&C)	Tel no: +977-029-575154	Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal.

29. General Information:

- a) Tumlingtar is connected to Kathmandu by air by around thirty-five minutes journey and from Biratnagar connected by road.

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@sjvn.nic.in

Annexure-‘A’

BILL OF QUANTITIES

Name of Work/Assignment: (PPR-174/2024) “Supply, Installation & Commissioning of IT Equipment’s for network security and implementation in existing network of SAPDC office complex.”

Sr. No	Description of items along with specification	Acceptable Makes/ Brands	Unit	Qty	Offered Make/ Brand/Model (If applicable) to be filled by the bidder	Unit Rate (NPR) Inclusive of VAT(as per scope of work)		Amount (NPR Inclusive of VAT (as per scope of work)
						In Figures	In Words	
1.	Firewall with 12 Month UTP license	Fortigate	Nos	1				
2.	Core Switch	Cisco/Extreme /Juniper	Nos	1				
3.	Access Switch (24P)	Cisco/Extreme /Juniper	Nos	7				
4.	Access Switch POE (24 P)	Cisco/Extreme /Sophos	Nos	7				

Sr. No	Description of items along with specification	Acceptable Makes/ Brands	Unit	Qty	Offered Make/ Brand/Model (If applicable) to be filled by the bidder	Unit Rate (NPR) Inclusive of VAT(as per scope of work)		Amount (NPR Inclusive of VAT (as per scope of work)
						In Figures	In Words	
5.	Indoor Access Point	Cisco/ Extreme/ Juniper	Nos	46				
6.	Outdoor Access Point	Cisco/ Extreme/ Juniper	Nos	2				
7.	Controller AP with License	Cisco/ Extreme/Juniper	Nos	1				
8.	Ethernet Consol Cable	Reputed Brand	Nos	2				
9.	42U Rack	Canovate/ Legrand	Nos	1				

Sr. No	Description of items along with specification	Acceptable Makes/ Brands	Unit	Qty	Offered Make/ Brand/Model (If applicable) to be filled by the bidder	Unit Rate (NPR) Inclusive of VAT(as per scope of work)		Amount (NPR Inclusive of VAT (as per scope of work)
						In Figures	In Words	
10.	Cat6 Cable	UGreen/ Hikvision/ Panduit	Rolls	12				
11.	Cat6 Patchcord 1M	Reputed Brand	Nos	225				
12.	Cat6 Patchcord 2M	Reputed Brand	Nos	75				
13.	Cat6 Patch Pannel	Reputed Brand	Nos	12				
14.	Cable manager rack	Reputed Brand	Nos	24				

Sr. No	Description of items along with specification	Acceptable Makes/ Brands	Unit	Qty	Offered Make/ Brand/Model (If applicable) to be filled by the bidder	Unit Rate (NPR) Inclusive of VAT(as per scope of work)		Amount (NPR Inclusive of VAT (as per scope of work)
						In Figures	In Words	
15.	Cat6 Module/Keyst one	Reputed Brand	Nos	100				
16.	Laptop	Lenovo Thinkpad/HP/ Dell Business series	Nos	1				
17.	Label Printer	Brother/Casio	Nos	1				
18.	Label Printer Cartridge	Brother/Casio	Nos	15				
19.	Commissioning Charge	Network Point installation, device installation and	lot					

Sr. No	Description of items along with specification	Acceptable Makes/ Brands	Unit	Qty	Offered Make/ Brand/Model (If applicable) to be filled by the bidder	Unit Rate (NPR) Inclusive of VAT(as per scope of work)		Amount (NPR Inclusive of VAT (as per scope of work)
						In Figures	In Words	
		configuration charge.						
Total Amount (NPR) Inclusive of VAT (i.e. complete in all respect as per scope of work)								
Overall Discount offered, if any (%)								
Net Amount after offered discount (NPR) Inclusive of VAT (i.e. complete in all respect as per scope of work)								

Note:

- 1) Only unconditional discount offered at appropriate place in the BOQ shall 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)**

Annexure-‘B’

Undertaking for Compliance of minimum Technical Specification of the item(s) (PPR-174/2024)

Table-1

To be filled by the bidder as mentioned below:-

Sr. No.	Items	Accepted Make/brand	Quoted/offered Make/brand to be mentioned by the bidder
1.	Manageable Switch:	Cisco / Juniper / Extreme	
2.	POE Manageable Switch:	Cisco / Juniper / Sophos	
3.	Core Switch.	Cisco / Juniper / Extreme	
4.	Core Network Firewall.	Fortigate	
5.	Indoor Access point.	Extreme/Cisco/Juniper	
6.	Outdoor Access point.	Extreme/Cisco/Juniper	
7.	Controller with AP license	Extreme/Cisco/Juniper	
8.	Cat6 Patch-panel module (keystone).	Reputed Brand	
9.	Cat6 Patch-Panel.	Reputed Brand	
10.	Cat 6 Cable.	UGreen /Hikvision/Panduit	
11.	Laptop.	Lenovo Thinkpad/HP/Dell Business Series.	
12.	Ethernet Console Cable.	Reputed Brand	
13.	Cat6 Patch cord.	Reputed Brand	
14.	Server Rack.	Canovate /Legrand	
15.	Label Printer.	Brother/Casio	

Table-2

Sr. No.	Item Description along with Technical Specifications/Required Specification	Compliance filled by the Bidder as either YES / NO /Mentioning the corresponding specification
1	<p>Technical Specification of Manageable Switch:</p> <ul style="list-style-type: none"> • Make: Cisco / Juniper / Extreme • Rack Mount • Configuration of Layer 3 interface on physical port, LAG, VLAN interface, or loopback interface Switch should have Up to 1K IPv4 • 24 Port Gigabit Manageable switches with rack mount. • Warranty – Minimum 1 year or as per OEM standard policy whichever is higher. • Support for IEEE 802.3ad Link Aggregation Control Protocol (LACP). • Support for Classless Inter Domain Routing • Standard 802.1d Spanning Tree support. • Fast convergence using 802.1w (Rapid Spanning Tree (RSTP). • Multiple Spanning Tree instance using 802.1s (MSTP). • Per-Vlan Spanning Tree Plus (PVST+). • At least 4000 VLANs should be supportable simultaneously. • Should have minimum 24 10/100/1000 Mbps Gigabit Ethernet ports with 4 x 1G SFP • Link Aggregation (LAG) IEEE 802.3ad. • Frame sizes up to 9K (9216) bytes should be supported and 16K MAC addresses. • Switch should have minimum 512 MB DRAM & 256 MB Flash. • Layer 3 Protocols, CDP Protocol. • Energy efficient Ethernet ((IEEE 802.3az). • Switch should have Port-based and 802.1Q tag-based VLAN Switch. • Switch should have USB slot For file-management purposes • Switch should have at least 56 Gbps switching capacity and 41.66 Mbps forwarding rate. • Switch should be supportable for advanced network security applications such as IEEE 802.1X port security SSH v1 and v2 should be supportable. • Should support encrypted communication between the user accessing the device namely using all access methods CLI, GUI, or using SSH. • Switch should support Debugging via CLI via Console, Telnet, SSH. • Should support SNMPv3, RMON and SNTP DHCP support, ARP support, VLAN support, IGMP, Syslog support with Debugging via CLI via Console, Telnet, SSH. • UL (UL 60950), CSA (CSA 22.2), CE mark, FCC Part 15 (CFR 47) Class A. • OEM should be recognized as leader on latest Gartner's Magic Quadrant for Wired and Wireless LAN Access Infrastructure from last 3 years with 1-year warranty. 	

<p>2</p>	<p>Technical Specification of POE Manageable Switch:</p> <ul style="list-style-type: none"> • Make: Cisco / Juniper / Sophos • Switch should be rackmount and have 24*RJ45 1000 Mbps ports, 4*10G SFP+ Ports, 1*Console Port or higher Warranty – Minimum 1 year or as per OEM standard policy whichever is higher. • Switch should have Switching Capacity of 128 Gbps or above. • Switch should be able to support for up to 256 VLANs simultaneously and 16K MAC Address Table or higher • Switch should have power budget of 400W or above with all RJ45 ports as PoE capable • Switch should support both 802.3af/802.3at with minimum 24 port on (15.4W) and 12 port on (30W) • Switch should have 5-year warranty. • Switch should have locally managed web based GUI console and have Dynamic VLAN Configuration. • Switch should have IEEE 802.1D MAC Bridging/STP, support static routing, support 802.1x Authentication, support jumbo frames. • Switch should support STP, RSTP, MSTP, support STP Root Guard and STP BPDU Guard, support IEEE 802.1Q VLAN Tagging, support IEEE 802.3ad Link Aggregation with LACP. • Switch should support port mirroring, support DHCP Relay, support IEEE 802.1p Based Priority Queuing, IP TOS/DSCP Based Priority Queuing, support RFC 1157 SNMPv1/v2c, support DHCP-Snooping. • OEM should be recognized as leader on latest Gartner's Magic Quadrant for Wired and wireless LAN Access Infrastructure from last 3 years and should have 1-year warranty 	
<p>3</p>	<p>Technical Specification of Core Switch.</p> <ul style="list-style-type: none"> • Cisco / Juniper / Extreme • Switch should have hot swappable 1:1 redundant internal power supply. • Warranty – Minimum 1 year or as per OEM standard policy whichever is higher. • Should have static routing, OSPF, OSPFv3, BGP, VRRP, VRF (Virtual routing and forwarding). • Switch should be 1RU with minimum 24 no. of 10/100/1000 Base-T ports with additional 8x10G SFP+ port. • Should support IEEE Standards of Ethernet: IEEE 802.1D, 802.1s, 802.1w, 802.1x, 802.3ad, 802.1ae, 802.3x, 802.1p, 802.1Q, 802.3, 802.3u, 802.3ab, 802.3z. • Switch should have minimum 400 Gbps of stacking bandwidth with dedicated stacking ports and cables with minimum 8 switches in a single stack. • Switch shall offer 8-GB DRAM and 16 GB of flash memory or above. • Switching system shall have minimum 208 Gbps of switching fabric and minimum 156 Mbps of forwarding rate. • Default AC power supply 350W AC • Stacking bandwidth 480 Gbps • Shall have 802.1p class of service, marking, classification, policing and shaping. Should support strict priority Queuing. (QoS scale entries 5120) 	

	<ul style="list-style-type: none"> • ACL scale entries 5120 • Total Switched Virtual Interfaces (SVIs) 2000 • Eight egress queues per port for different types. • L3 Switching capability shall be scalable to support up to 32,000 Route (IPv4) entries. • IPv6 routing entries 16,000 • CDP Protocol. • Switching system shall have minimum 32K MAC Addresses and 4K VLANs. • Switch should support management features like SSHv2, SNMPv2c, SNMPv3, IGMP. • Switch should support port security, DHCP snooping, spanning tree root guard, First Hop Security. • Should support 802.1x authentication and accounting, IPv4 and IPv6 ACLs and Dynamic VLAN assignment. • Switch shall provide USB 3.0 interface for external SSD pluggable storage slot to host containers. • Switch shall conform to UL 60950, IEC 60950, CSA 60950, EN 60950 Standards and ROHS5. • One-year manufacturer warranty and replacement services • Switch should support minimum 5K ACLs, 8K Multicast and 32K IPv4, 16K IPv6 Routes. • Switch have MAC sec 256-bit encryption algorithm. • Bidder should submit Manufacturer Authorization Letter from the OEM • OEM should be recognized as leader on latest Gartner's Magic Quadrant for Wired and Wireless LAN Access Infrastructure from last 3 years with 1-year warranty. 	
<p>4</p>	<p>Technical Specification of Core Network Firewall.</p> <ul style="list-style-type: none"> • Make: Fortigate • Can be compatible with FortiGate 301E with following authentication, authentication Method-Pre-shared key, IKE Version 1, Mode- Main (ID Protection), Encryption AES 192, Authentication MD5, NAT Traversal options, Diffie-Hellman Group option, Key lifetime in Seconds, PSKSECRET Encrypted. • The contractor/OEM must be able to configure the offered model as per above requirement for VPN configuration. • The proposed solution must be recognized as a Leader in the latest Gartner Magic Quadrant for Network Firewalls from last 3 consecutive years. • The proposed system should have internal dual redundant power supply from Day1. • The proposed system should have minimum 12xGE RJ 45,4x1GE SFP, 2x10G SFP+ interfaces from the Day 1. And should populated with 2x10G SFP+ SR optics. • The proposed system should have separate HA interface port and Management Interface. • The proposed system shall minimally provide management access through: CLI console using console port, SSHv2, telnet or from GUI console. 	

- The proposed OS must prevent inheriting common OS vulnerabilities, resided on flash disk for reliability over the hard disk, allow dual booting and upgradeable.
- The administrator authentication shall be facilitated by a local database, PKI & remote services such as Radius, LDAP and TACACS+
- The proposed system shall support high availability with industry-standard.
- The proposed system shall support the upgrade of the firmware without interrupting communication through the cluster.
- The proposed system shall support profile base login account administration, offering gradual access control such as only to Policy Configuration & Log Data Access.
- The proposed solution shall support various zero-touch provisioning options.
- The proposed system shall support per-packet load-balancing among IPsec tunnels.
- The proposed system shall support performance SLA (also known as health checks) settings which are used to monitor WAN interfaces link quality and to detect link failures. They can be used to remove routes, and to reroute traffic when an SD-WAN member cannot detect the server.
- The proposed system shall provide Dual VPN tunnel wizard that is used to automatically set up multiple VPN tunnels to the same destination over multiple outgoing interfaces. This includes automatically configuring IPsec, routing, and firewall settings, avoiding cumbersome and error-prone configuration steps.
- IPv4 Firewall Throughput (1748 / 512 / 64 byte, UDP) 20 / 18 / 10 Gbps
- Firewall Latency (64 bytes, UDP) not more than 4.97 μ s, New Sessions/Second (TCP) 58 000, Firewall Policies 10 000.
- Gateway-to-Gateway IPsec VPN Tunnels 2000, Client-to-Gateway IPsec VPN Tunnels 16 000.
- SSL Inspection Throughput (IPS, avg. HTTPS) – 1 Gbps
- SSL Inspection CPS (IPS, avg. HTTPS)- 1800
- IPsec VPN Throughput (512 byte) -11.5 Gbp
- SSL Inspection Concurrent Session (IPS, avg. HTTPS) - 135 000, Application Control Throughput (HTTP 64K)- 2.2 Gbps
- CAPWAP Throughput (HTTP 64K) 15 Gbps
- Maximum Number of FortiAPs (Total / Tunnel) 128/64.
- The proposed system's firewall policies shall support various types of source objects, including IP address/address range/subnets, users, MAC addresses and dynamic addresses from SaaS and reputation list.
- The proposed system shall support firewall session helpers and ALGs for FTP, TFTP, RAS, H323, TNS/SQLNET, MMS, SIP, PPTP, RTSP, DNS (UDP), DNS (TCP), PMAP, RSH, DCE/RPC and MGCP.
- Phase 1/Phase 2 Proposal encryption: DES, 3DES, AES128. AES192, AES256. Phase 1/Phase 2 Proposal authentication: MD5, SHA1, SHA256, SHA384, and SHA512.
- The proposed system shall support certificate inspection on port 443, all ports or a specific non-standard port.
- The system shall support the following IPsec VPN capabilities:

- The proposed system shall provide secure sockets layer (SSL) content scanning and inspection abilities that allow organizations to apply antivirus scanning, application control, web filtering, and email filtering to encrypted traffic.
- The proposed system shall support traffic detection using HTTP protocol (versions 1.0, 1.1, and 2.0).
- Application Control & Web Filtering.
- Supports IKEv1, IKEv2 (RFC 4306), IKE mode configuration support (as server or client), DHCP over IPsec.
- Remote peer support: IPsec-compliant dialup clients, peers with static IP/dynamic DNS, Authentication method: Certificate, pre-shared key.
- The proposed system shall detect over 3,500 applications in 17 categories: Business, Cloud IT, Collaboration, Email, Game, General Interest, Mobile, Network Service, P2P, Proxy, Remote Access, Social Media, Storage/Backup, Update, Video/ Audio, VoIP, Web Chat and Industrial.
- Various actions can be performed when matched to a category: Allow, Block, Monitor (logged), Warning (with message at configurable time interval), (request for) user authentication, Customizable replacement page (for warning and blocking).
- The proposed system shall have pre-configured parental control category-based filter including “G”, “PG-13” and “R”.
- The proposed system shall have the ability to prevent explicit websites and images from appearing in Google, Yahoo!, Bing and Yandex search results by transparently inserting safe search parameters.
- The antivirus scanning should be supported on various protocols: HTTP/HTTPS, SMTP/SMTPS, POP3/POP3S, IMAP/IMAPS, MAPI, FTP/SFTP, CIFS.
- The proposed system shall offer the ability to treat Windows Executables in Email Attachments as viruses.
- The proposed system shall also be able to block gray wares and mobile malwares.
- The proposed system shall maintain a fingerprint-based certificate blacklist is that useful to block botnet communication that relies on SSL.
- The proposed system shall support Content Disarm and Reconstruction (CDR) where exploitable content (within PDF and Microsoft Office files) can be removed and replaced with content that is known to be safe.
- The proposed system's IPS engine shall offer: Signature based detection using real time updated database, Anomaly based detection that is based on thresholds.
- The proposed system shall support one-arm IDS (sniffer mode) and also operate in both NAT/rout and transparent mode.
- The proposed system's IPS database shall have over 11,000 up-to-date signatures.
- The proposed system shall offer one of the following actions when an attack is detected: Allow session, Monitor and log session, Block session, Reset session, Quarantine attacker.
- The proposed system shall support the following user authentication methods to be applied on a security policy and/or VPN access: Local password authentication, Certificate-based authentication for host and endpoints, Two-factor authentication for additional security beyond just

passwords, Server-based password authentication using LDAP, RADIUS, TACACS+, Windows AD.

- The proposed system shall be able to operate as a service provider (SP) in a SAML setup for both firewall and SSL VPN web portal authentication.
- The proposed system shall have an in-built token server that provisions and manages hard and mobile tokens.
- The proposed system shall support reliable syslog based on RFC 3195/RFC6587.
- The proposed system shall support encrypted logging & log Integrity capabilities.
- The proposed system shall support scheduled batch log uploading, real-time logging or queue locally until vendor's log server is available and shall provide detailed traffic logs (Detailed traffic logs: forwarded, violated sessions, local traffic, invalid packets)
- The proposed system's log shall have the option of sending to the log servers in Common Event Format (CEF) or Comma Separated Values (CSV) format.
- The proposed system shall provide comprehensive event logs: Systems & administrators activity audits, Routing & networking activities and status, VPN activities and status, User authentications.
- The proposed system shall allow organizations to implement both flow-based and proxy-based anti-malware concurrently, depending on the network and security needs
- This database should have over 250 million URLs rated into 78 categories and in 70 languages.
- The proposed system shall support static web filtering by: manually-defined URLs using regular expression and wildcards and manually-defined content filter using regular expression and wildcards.
- The proposed system shall have 1Yrs of Security Bundle Service including: IPS, Antivirus, URL filtering, Application Control, Sandboxing, SD-WAN and Anti Malware.
- The proposed system shall be provided with 1 Yr. of replacement and warranty from manufacturer.

5. Technical Specification of Indoor Access point.

- **Make: Extreme/Cisco/Juniper**

Radio Technology	5 GHz 2x2:2 and 2.4 GHz 2x2:2 (MIMO)
Radio Mode	5 GHz/2.4 GHz - Fixed and 5 GHz/5 GHz - Dual 5 GHz.
Hardware Platform	On-Premise: Centralized and Distributed and Cloud
SSID per Radio/Total:	8/16
Users per Radio/total	<ul style="list-style-type: none"> • 512/1024. • Access point should support operating temperature of at least 0 to 40°C
Channel	Should support 20,40, 80 MHz Channels.

Ethernet port	Must have 1 Autosensing 10/100/1000 Ethernet Port, RJ45. Access point should have USB support.
Mounting	<ul style="list-style-type: none"> The access point should support installations above drop ceiling, under ceiling or on wall. Accessories for mounting and POE injector should be included.
Power Specification:	IEEE 802.3af/at PoE Power, Maximum conducted transmit power shall be 18 dBm or more on both 2.4 and 5 GHz
802.11a	<ul style="list-style-type: none"> 5.150–5.850 GHz Operating Frequency Orthogonal Frequency Division Multiplexing (OFDM) Modulation Rates (Mbps): 54, 48, 36, 24, 18, 12, 9, 6 w/auto fallback
802.11b	<ul style="list-style-type: none"> 5.150–5.850 GHz Operating Frequency Orthogonal Frequency Division Multiplexing (OFDM) Modulation Rates (Mbps): 54, 48, 36, 24, 18, 12, 9, 6 w/auto fallback
802.11g	<ul style="list-style-type: none"> 2.4–2.5 GHz Operating Frequency Orthogonal Frequency Division Multiplexing (OFDM) Modulation Rates (Mbps): 54, 48, 36, 24, 18, 12, 9, 6 w/auto fallback
802.11n	<ul style="list-style-type: none"> 2.4–2.5 GHz and 5.150–5.850 GHz Operating Frequency 802.11n Modulation Rates (Mbps): MCS0 - MCS15 (6.5Mbps - 300Mbps) 2x2 Multiple-In, Multiple-Out (MIMO) Radio HT20 High-Throughput (HT) Support (for both 2.4 GHz and 5 GHz) HT40 High-Throughput (HT) Support for 5 GHz A-MPDU and A-MSDU Frame Aggregation
802.11ac	<ul style="list-style-type: none"> 5.150–5.850 GHz Operating Frequency 802.11ac Modulation (256-QAM) Rates (Mbps): MCS0–MCS9 (6.5Mbps – 867Mbps), NSS = 1-2. 2x2:2 Stream Multiple-In, Multiple-Out (MIMO) Radio VHT20/VHT40/VHT80 support TxBF (Transmit Beamforming)
802.11ax	<ul style="list-style-type: none"> 2.4–2.5 GHz and 5.150–5.850 GHz Operating Frequency 802.11ax Modulation (1024-QAM) Dual-band OFDMA Rates (Mbps): <ul style="list-style-type: none"> 5G: HE0-HE11 (8 Mbps –1200 Mbps). 2.4G: HE0-HE11 (8 Mbps – 574 Mbps). 2x2:2 Stream Multiple-In, Multiple-Out (MIMO) Radio

	<ul style="list-style-type: none"> HE20/HE40/HE80 support for 5 GHz HE20 support for 2.4 GHz DL SU-MIMO and MU-MIMO TxBF (Transmit Beamforming) 	
Interfaces :	<ul style="list-style-type: none"> Autosensing 10/100/1000 BASE-T Ethernet PoE (Power over Ethernet 802.3af) Port USB2.0, Type A 5V, 0.9A USB power <= 500 mA - 802.3af USB power > 500 mA - 802.3at 	
	<ul style="list-style-type: none"> OEM should be recognized as leader on latest Gartner's Magic Quadrant for Wired and Wireless LAN Access Infrastructure from last 3 years with 1-year warranty. 24x7 TAC support with Indian Toll free number – reflected in official website/documents. All the accessories for ceiling and wall should be included with access point. Manufacturer Authorization letter must be submitted. 	

6. Technical Specification of Outdoor Access point.

- Make: Extreme/Cisco/Juniper**

Advance Radio Technology	<ul style="list-style-type: none"> Tri-Radio Design 5 GHz 4x4:4 2.4 GHz 2x2:2 2.4 GHz/5 GHz/Sensor
Multiple Radio Modes - SSR	<ul style="list-style-type: none"> 2.4 GHz/5 GHz/Sensor (2.4 GHz/5GHz) 5 GHz/5 GHz - Dual 5 GHz
Universal Hardware Platform	<ul style="list-style-type: none"> On-Premise: Centralized and Distributed and Cloud
Designed for Harsh Environments	<ul style="list-style-type: none"> P67 Outdoor Rated Extended temp range- 40C to +60C
SSID per Radio/Total	<ul style="list-style-type: none"> 8/16
Users per Radio/total	<ul style="list-style-type: none"> 512/1024.
WPA3 Support	<ul style="list-style-type: none"> Includes the latest WPA3 Wi-Fi security standard delivering robust protections for users and IoT devices
Mounting	<ul style="list-style-type: none"> Should support Pole and Wall Mount Accessories for mounting and POE injector should be included.

Power Specification:	IEEE 802.3af PoE Power	
802.11a	<ul style="list-style-type: none"> • 5.150–5.850 GHz Operating Frequency • Orthogonal Frequency Division Multiplexing (OFDM) Modulation • Rates (Mbps): 54, 48, 36, 24, 18, 12, 9, 6 w/auto fallback 	
802.11b	<ul style="list-style-type: none"> • Direct-Sequence Spread-Spectrum (DSSS) Modulation • Rates (Mbps): 11, 5.5, 2, 1 w/auto fallback 	
802.11g	<ul style="list-style-type: none"> • 2.4–2.5 GHz Operating Frequency • Orthogonal Frequency Division Multiplexing (OFDM) Modulation • Rates (Mbps): 54, 48, 36, 24, 18, 12, 9, 6 w/auto fallback 	
802.11n	<ul style="list-style-type: none"> • 2.4–2.5 GHz and 5.150–5.850 GHz Operating Frequency • 802.11n Modulation • Rates (Mbps): MCS0 – MCS31 (6.5Mbps - 600Mbps) • 5G: 4x4 Multiple-In, Multiple-Out (MIMO) Radio • 2.4G: 2x2 Multiple-In, Multiple-Out (MIMO) Radio • HT20 High-Throughput (HT) Support (for both 2.4 GHz and 5 GHz) • HT40 High-Throughput (HT) Support for 5 GHz • A-MPDU and A-MSDU Frame Aggregation 	
802.11ac	<ul style="list-style-type: none"> • 5.150–5.850 GHz Operating Frequency • 802.11ac Modulation (256-QAM) • Rates (Mbps): MCS0–MCS9 (6.5Mbps – 867Mbps), NSS = 1-2. • 2x2:2 Stream Multiple-In, Multiple-Out (MIMO) Radio • VHT20/VHT40/VHT80 support • TxBF (Transmit Beamforming) 	
802.11ax (for 5 GHz Sensor)	<ul style="list-style-type: none"> • 5.150–5.850 GHz Operating Frequency • 802.11ax Modulation (1024-QAM) • Dual-band OFDMA • Rates (Mbps): HE0-HE11 (8 Mbps – 1200 Mbps), NSS = 1-2. • 2x2:2 Stream Multiple-In, Multiple-Out (MIMO) Radio • VHT20/VHT40/VHT80/VHT160 support • TxBF (Transmit Beamforming) 	
802.11ax (for 5 GHz Radio)	<ul style="list-style-type: none"> • 2.4–2.5 GHz and 5.150–5.850 GHz Operating Frequency • 802.11ax Modulation (1024-QAM) • Dual-band OFDMA • Rates (Mbps): 	

	<p>5G: HE0-HE11 (8 Mbps – 4800 Mbps) 2.4G: HE0-HE11 (8Mbps – 574 Mbps)</p> <ul style="list-style-type: none"> • 4x4:4 Stream Multiple-In, Multiple-Out (MIMO) Radio • HE20/HE40/HE80/HE160 support for 5 GHz • HE20/HE40 support for 2.4 GHz • DL SU-MIMO and MU-MIMO • TxBF (Transmit Beamforming) 	
Interfaces :	<ul style="list-style-type: none"> • Autosensing 10/100/1000 BASE-T Ethernet PoE (Power over Ethernet 802.3af) Port • USB2.0, Type A 5V, 0.9A • USB power <= 500 mA - 802.3af • USB power > 500 mA - 802.3at 	
	<ul style="list-style-type: none"> • OEM should be recognized as leader on latest Gartner's Magic Quadrant for Wired and Wireless LAN Access Infrastructure from last 3 years with 1-year warranty. • 24x7 TAC support with Indian Toll free number – reflected in official website/documents. • Manufacturer Authorization letter must be submitted • All the accessories for Pole and wall should be included with access point. 	

7. Technical Specification of Controller.

- Controller should be cloud based Offering with Intuitive Configuration Workflows, Real-Time & Historical Monitoring, and Simplified Troubleshooting.
- The OEM should be a Leaders in latest Gartner Magic Quadrant for wired and wireless segment from last 4 years.
- Bidder should provide Manufacture Authorization Letter.
- All the Transceivers, Wireless controller, Access points and Power injector should be from the same OEM for better integration.
- The proposed Cloud Controller Must have these certification ISO/ IEC 27017 and is certified by DQS to ISO/IEC 27001 and ISO/IEC 27701 by the International Standards Organization (ISO), EU General Data Protection Regulation (GDPR).
- Solution should support Simplified workflows for securing wired IoT devices, Enables non-technical staff to securely on-board IoT devices.
- Solution should support remote packet capture for troubleshooting, micro segmentation.
- Solution should present a topology map of connected devices like AP, switch, routers including 3rd party switches and routers.
- Solution shall support detailed scheduling rules for a daily/weekly/monthly recurring schedule, providing the capability to schedule availability by SSID, user type and device type.
- Controller/Solutions should support Stateful VoIP roaming and failover, User profile-based queuing, scheduling and policing, monitoring via SNMP (v1, v2c, v3) and syslog, Hotspot 2.0 and Pass Point® Wi-Fi CERTIFIED™.
- Solution must support wireless threats like DoS De-authentication, DoS Dissociation, Invalid Channel Advertisement, Invalid Management Frame, EAP Spoofed Success, Airsnarf Attack, Fata-Jack Tool Detected,

	<p>IGRP Multicast Traffic, ESSID-Jack, MDK3 Dissociation/Deauth Attack, Fake-DHCP Server Detected etc.</p> <ul style="list-style-type: none"> • The access point should provide wireless IPS sensor support. • Networking platform and GUI management console should support remote monitoring tools to include: client health monitoring, automated problem detection and resolution advice for current and past events, verification of availability of all the relevant VLANS, and external server (i.e. RADIUS) test tools. • Wireless networking platform shall support built-in Wi-Fi location service to display the position of a given device on the floor, RF Planner for heat map generation. • Solution should support 802.1X authentication, MAC-based RADIUS authentication, RADIUS server with local database or proxy. • Should support Guided workflow for network policy deployment, WIPS, Location services, IoT and advance guest management like how many customers use the guest network, how often they visit, and how much time they spend on the network etc. • Sponsored approval workflow for guest self-registration where open SSID registration can be protected by requiring internal staff to approve the creation of guest account with portal for minimum 1-day active. • Solution must be capable of providing sponsored and self-provisioned Guest Access. License as per requirement. • Networking platform shall allow the manager to choose the timeline for visibility into the network policy, device, application, client and user events and trends. • Application Visibility and Control (AVC) (L7 inspection of IPv6 traffic) and Firewall policies for IPv6 traffic, DHCPv6 client for service auto configuration, RADIUS client for IPv6, DHCPv6 Shield, QoS for IPv6, IPV6 Ping and SSH. • Solutions should support Authentication mechanism that allows for unique keys for each user within a single SSID. Portal basis 	
8.	<p>Technical Specification of Cat6 Patch-panel module (keystone).</p> <ul style="list-style-type: none"> • Make: Panduit/Legrand/Dlink • Can be mount in patch-panel. • Includes both TIA-568A and TIA-568B color wiring diagrams. • Gold-plated contacts and snap-in retaining clip ensure a safe and stable network connection; TIA/EIA 568-C.2 Verified. 	
9	<p>Technical Specification of Cat6 Patch-Panel.</p> <ul style="list-style-type: none"> • Make: Reputed Brand • Automatic cassette removal by simple pressure • 24 RJ 45 connectors - 1U • Patch-panel with connector can be removed individually T568A and B marking with color codes (Keystone included). • With 6 Ports Label white. • Rack Mount. 	

10	<p>Technical Specification of Cat 6 Cable.</p> <ul style="list-style-type: none"> Make: - UGreen /Hikvision/Panduit <table border="1" data-bbox="148 264 1241 824"> <tr> <td data-bbox="148 264 389 405">Electrical performance:</td> <td data-bbox="389 264 1241 405">Certified performance in a 4-connector configuration up to 100 meters, meets ANSI/TIA-568-C.2, ISO 11801 2nd Edition Class E and IEC 61156-5 Category 6 channel and component requirements and with blue Color</td> </tr> <tr> <td data-bbox="148 405 389 472">Conductors/insulators:</td> <td data-bbox="389 405 1241 472">Pure copper – 23AWG or higher.</td> </tr> <tr> <td data-bbox="148 472 389 539">PoE compliance:</td> <td data-bbox="389 472 1241 539">Meets IEEE 802.3af and IEEE 802.3at for PoE applications.</td> </tr> <tr> <td data-bbox="148 539 389 607">Installation tension:</td> <td data-bbox="389 539 1241 607">25 lbf (110N) maximum</td> </tr> <tr> <td data-bbox="148 607 389 719">Temperature rating:</td> <td data-bbox="389 607 1241 719">32°F to 122°F (0°C to 50°C) during installation -4°F to 167°F (-20°C to 75°C) during operation (Riser) -4°F to 167°F (-20°C to 75°C) during operation (Plenum).</td> </tr> <tr> <td data-bbox="148 719 389 824">Cable jacket:</td> <td data-bbox="389 719 1241 824">Low smoke, flame-retardant PVC Riser – flame-retardant PVC, High Density polyethylene insulated PVC sheathed copper.</td> </tr> </table>	Electrical performance:	Certified performance in a 4-connector configuration up to 100 meters, meets ANSI/TIA-568-C.2, ISO 11801 2nd Edition Class E and IEC 61156-5 Category 6 channel and component requirements and with blue Color	Conductors/insulators:	Pure copper – 23AWG or higher.	PoE compliance:	Meets IEEE 802.3af and IEEE 802.3at for PoE applications.	Installation tension:	25 lbf (110N) maximum	Temperature rating:	32°F to 122°F (0°C to 50°C) during installation -4°F to 167°F (-20°C to 75°C) during operation (Riser) -4°F to 167°F (-20°C to 75°C) during operation (Plenum).	Cable jacket:	Low smoke, flame-retardant PVC Riser – flame-retardant PVC, High Density polyethylene insulated PVC sheathed copper.	
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Temperature rating:	32°F to 122°F (0°C to 50°C) during installation -4°F to 167°F (-20°C to 75°C) during operation (Riser) -4°F to 167°F (-20°C to 75°C) during operation (Plenum).													
Cable jacket:	Low smoke, flame-retardant PVC Riser – flame-retardant PVC, High Density polyethylene insulated PVC sheathed copper.													
11	<p>Technical Specification of Laptop.</p> <ul style="list-style-type: none"> Make: Lenovo Thinkpad/HP/Dell Business Series. Intel Core i5-1240P,12th Generation,(3.30GHz to 4.40 GHz, E-cores) Windows 11 Professional 64bit (Factory Installed). 14" FWUXGA (1920x1200) Anti-Glare IPS 300nits. 16GB DDR4-3200Mhz. 512GB SSD M.2 2242 PCIe 3.0x4 NVMe. Intel UHD Graphics. Intel Wi-Fi 6E AX211 2x2, Bluetooth 5.2. Enabled Discrete TPM 2.0 Fingerprint Touch Style, Match-on-Chip English, 6-row, multimedia Fn keys, Backlit with Touch Style Fingerprint Reader. Stereo speakers with Dolby Audio. 720p HD Camera with Dual Array Integrated Digital Microphone & ThinkShutter. 2x Thunderbolt 4 / USB4® 40Gbps (support data transfer, Power Delivery 3.0 and DisplayPort™ 2.0) 2x USB 3.2 Gen 1 (one Always On) 1x HDMI 2.1 TMDS 1x Ethernet (RJ-45) 1x Headphone / microphone combo jack (3.5mm) 1x Security keyhole Integrated Li-Polymer 39.3Wh battery. 1years parts replacement and 1years in battery. Lenovo Thinkpad Backpack / USB C to RJ45 Dongle. 													
12	<p>Technical Specification of Ethernet Console Cable.</p> <ul style="list-style-type: none"> Make: Reputed Brand USB to Ethernet console cable Compatible with Laptop, Server, Router, Network Switches, Personal Computer 1Year replacement warranty. 													

13	Technical Specification of Cat6 Patch cord. <ul style="list-style-type: none"> • Make: Reputed Brand • Pure copper • Cat6 26 AWG standard or above. • Patch Cord Type Unshielded • Color Blue. • 100/1000 BASE-T Capability. • PoE capability PoE/PoE+/PoE++ • 1 meter and 2meter as per BOQ. 	
14	Technical Specification of Server Rack. <ul style="list-style-type: none"> • Make: Canovate /Legrand • 42 U Network/Server Rack. • Should be movable Rack and include wheel. • Include 4X Adjustable Fan Set. • Should include minimum 13Amp, 250V (2x8 port) Server Rack PDU. 	
15	Technical Specification of Label Printer. <ul style="list-style-type: none"> • Make: Brother/Casio • QWERTY Keyboard. • Media type: TZe tape with wide 3.5 mm, 6 mm, 9 mm, 12 mm • 1 year On-Site warranty • Resolution 180 dpi • Tape cassette Up to 12 mm. • Memory Buffer size Maximum 2,800 characters. • Power Supply: 6 AA alkaline batteries, 6 AA Ni-MH batteries, or AC adapter. • Display: 16 characters' x 1 lines text. • USB Port. 	

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-174/2024)

NAME OF WORK: (PPR-174/2024) “Supply, Installation & Commissioning of IT Equipment’s for network security and implementation in existing network of SAPDC office complex.”

1. SCOPE OF WORK:

- Supply of all the IT equipment as per Technical Specification.
- Installation, Configuration, Testing and commissioning of System as per EIC at SAPDC Tumlingtar.
- Configuration of Access point as per EIC (Mac Authentication SSID for permanent employee priority based, Pre-shared key Portal base SSID for guest minimum 1-day session, etc.)
- Integration of existing Firewall System at India server Firewall with newly commissioned Firewall system at SAPDC Tumlingtar.
- Cat6 Cable pulling (Along with Access point installation at appropriate location as per EIC) from all Access point to nearest IDF/MDF.
- Installation of all IT equipment mentioned in BOQ to IDF/MDF.
- Cable entry inside the server room should be managed on Cable tray.
- There should be minimum one year of Technical support both remote and physical (physical if required). SAPDC will decide to extend the if technical support is satisfactory.
- Suppliers will fix the problem within 2 hours (for major issue) and 6 hours (for minor issue) after Communicated of the problem/faulty by SAPDC.
- Suppliers shall submit the complete installation report indicating all connection diagram, installation, configuration and Network Diagram.
- All the material required while installation server rack, cable managing in server room will have under supplier scopes.

2. SPECIAL TERMS & CONDITION:

1. Transportation, Fooding & Lodging shall be in contractor/supplier scope.

FORM OF DECLARATION

M/s------(name of Bidder/Supplier)
having its registered office at -----
(hereinafter referred to as ‘the Bidder/Supplier’) having carefully studied all Terms and conditions, scope of work & Technical specifications, BOQ etc. and all corrigendum (if any) pertaining to the “**Supply, Installation & Commissioning of IT Equipment’s for network security and implementation in existing network of SAPDC office complex.” (PPR-174/2024)** 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 along with Seal of Company)

Name:

Designation:

Contact No.:

Email address of Company/ Proprietor:

(i.e. For all Correspondences)

BANK ACCOUNT DETAILS

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

#Copy of cancelled cheque may also be attached

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.

Annexure-I

FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(Refer clause 9 of NIQ)

WHEREAS _____ (Name of Bidder) (hereinafter called “the Bidder”) has submitted his bid dated _____ (date) for “**Supply, Installation & Commissioning of IT Equipment’s for network security and implementation in existing network of SAPDC office complex.” (PPR-174/2024)**

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 7.0 of this document.
 - b. adopts corrupt or fraudulent practices

We undertake to pay to the SJVN Arun-3 Power Development Company Private Limited, (NPR.....) (In words.....)

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)

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT

(Refer clause 12 of NIQ)

Date:

To,

{Insert 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 “**Supply,
Installation & Commissioning of IT Equipment’s for network security and
implementation in existing network of SAPDC office complex. (PPR-
174/2024)**”

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/ Guarantee/Warranty 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:.....]

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, Installation & Commissioning of IT Equipment's for network security and implementation in existing network of SAPDC office complex (PPR-174/2024)**" and the Bidder/Contractor is willing to offer against Tender No. SAPDC/P&C/Arun-3HEP/PPR-174/2024- dated 09.02.2024

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 including statutory requirements like minimum wages etc. of **India and/or Nepal**.

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3.0 Previous Transgression

- 3.1 Bidders to disclose transgression with any other company that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression(s) is /are to be reported by the bidders shall be the last three years to be reckoned from the date of bid submission. The transgression(s), for which cognizance was taken before the said period of three years, but are pending conclusion, shall also be reported by the bidder.
- 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 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.

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(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 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.
- 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, 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.

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6.8 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.

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

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

Bidder

Name of the Officer: Y.P. Bhandari

(Authorized Person)

Designation: Joint CE (PKC)

(Name of the Person)

Designation

Place: Tumlingtar, Nepal

Place-----

Date-----

Date-----

Witness1. _____

Witness1. _____

(Name and address)

(Name and address)

2. _____

2. _____

(Name and address)

(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;

2/11

- 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.

3/11

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

We, M/shereby 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)