

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/LAHEP/PCD-07/2021-35

Dated: 02.12.2021

Notice Inviting Tender (NIT) & Instructions to Bidders (ITB)

1. SJVN Arun-3 Power Development Company (P) Ltd. (SAPDC/Employer), Tumlingtar, Nepal (A Subsidiary of SJVN a joint venture of GOI & H.P.) having Registered office at Kathmandu, Nepal invites Sealed Bid under single stage two Envelopes bid system on item rate basis from the eligible Firms/Bidders/Contractors of Nepal for the following work:

1.	Name of Work:	Hiring of Services for Preparation and Approval of Supplementary Environmental Impact Assessment (SEIA) report for 669 MW Lower Arun Hydro Electric Project from IBN/ MoFE/ GoN as per scope of work.
1.1	Tender No	PCD-07/2021
1.2	NIT reference	PCD-07
1.3	Time Allowed for Completion of whole of the works	150 Days to be reckoned from the 15 th day of issuance of Letter of Acceptance.
1.4	Estimated Cost	NPR 52 Lakh excluding VAT
1.5	Cost of Bidding Document (Nonrefundable).	NPR 1,000/- in the form of bank draft/Manager's cheque payable at Khandbari, Nepal in favour of SJVN Arun-3 Power Development Company Pvt. Ltd.
1.6	<i>Deleted without change in Sr. No.</i>	<i>Deleted without change in Sr. No.</i>
1.7	Earnest Money Deposit	NPR 1,04,000/- (to be submitted as per clause no. 14).
1.8	Last date & time for submission of Bid(s).	23.12.2021 Time: 1500 Hours.
1.9	Time and Date for opening Technical Bid(s).	24.12.2021 Time: 1600 Hours.
1.10	Time and Date of opening Financial Bid(s).	To be intimated separately.

1.11	Bid validity period	The bids shall remain valid for acceptance for a period of 180 days from the date of opening of Techno-Commercial Bids.
1.12	Place of submission/opening bid/Bids	Chief Engineer (P&C), Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal. Phone: +977-29-575154, E-mail Address: pnc.sapdc@gmail.com
1.13	Authority/Officer inviting Tender	

2. Eligibility/Minimum Qualifying Criteria:-

2.1 To qualify for award of the Contract each bidder should have;

- i. Experience of having successfully completion/ approval of 01 (one) no. environmental study for hydro power project (of 20 MW or more) as per EPA, 2019 and EPR, 2020.

In support of above experience condition, the bidder shall submit copies of award letter/contract agreement along with successful completion certificate from the agency/firm for which work was executed.

- ii. The Experience/Qualification of bidder's/contractor's personnel(s) of proposed team

- a. Bidder has to submit the name of members of proposed team and also specify the key person/coordinator. The Qualification, Experience & Strength of members of proposed team should be at least minimum requirement of the EPA, 2019 and EPR, 2020 for EIA Report. In support of team member's Experience/Qualification, bidder has to submit the document (i.e., Degree certificate, Certification of Involvement in preparation of Environmental Studies Report).
- b. Bidders should have requisite personnel/ experts with their firm/ agency to carry out the EIA study as per EPA, 2019 and EPR, 2020 (In this support bidder has to submit the letter of appointment of team member(s), PF/Salary statement etc. to substantiate the same) or Bidders should have tie-up arrangements with the requisite personnel(s)/ expert(s) to carry out the EIA study as per EPA, 2019 and EPR, 2020 (In this case consent letters on legal paper to carry out this work is/are also required).

The bid shall be treated as non-responsive in case bidder fails to provide supporting document in respect of experience as detailed above.

2.2 The above stated requirements are minimum and the Employer reserves the right to request for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of the Employer, the qualification data is incomplete or the Bidder if found not qualified to satisfactorily perform the Works.

2.3 Notwithstanding anything stated above, the Employer reserves the right to assess Bidder's capability and capacity to perform the works, should the circumstances warrant such an assessment in the overall interest of the Employer.

2.4 Joint Venture/ Consortium are not eligible for Bidding.

3. **Time for completion shall be as under:-**

Name of Work	Time for completion
Hiring of Services for Preparation and Approval of Supplementary Environmental Impact Assessment (SEIA) report for 669 MW Lower Arun Hydro Electric Project from IBN/ MoFE/ GoN as per scope of work.	150 Days to be reckoned from the 15 th day of issuance of Letter of Acceptance.

4. Interested Bidders may download the Tender documents from www.sjvn.nic.in or www.sapdc.com.np and submit their offer along with the cost of Tender Document and EMD as mentioned under para 1.5 & 1.7 herein-above respectively.

5. **Cost of Bidding**

The bidder shall bear all costs associated with the preparation and submission of his bid and SAPDC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

6. **Site Visit**

6.1 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself, on his own responsibility, all information that may be necessary for preparing the bid and entering into a Contract for Providing and supplying survey party with instruments. The bidder shall assess and satisfy himself as to the adequacy of the local conditions such as approach roads to the site, adequacy of existing culverts/ bridges/ roads for the expected traffic, water and power supply, nature of ground and sub-soil conditions, water table level, accommodation required during the Contract, river, geological and climate conditions, local terrain, availability of labour, construction materials, details of taxes, royalties duties and levies as applicable in Nepal and any other information required. The costs of visiting the Site shall be at the Bidder's own expense.

6.2 The bidder and any of his personnel or agents will be granted permission by the SAPDC to enter upon its premises and lands for the purpose of such inspection but only upon the express condition that the bidder, his personnel or agents shall release and indemnify the SAPDC and its personnel and agents from and against all liability in respect thereof and shall be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expenses however caused, which, but for the exercise of such permission would not have arisen.

7.0 The bidder is expected to examine carefully all instructions, terms and conditions, Performa, specifications and drawings in the Bidding Documents. Failure to comply with the requirements of bid documents shall be at the bidder's own risk. However, after study of the documents if the bidder notices any error in typing, spellings and/or any omission the same can be brought to the notice of Owner at least 15 days prior to the deadline for submission of bids. It shall be the sole discretion of the owner to consider such errors/omissions for which necessary corrigendum will be issued.

8.0 Clarification of Bidding Documents and Pre-Bid Meeting

8.1 **Clarification of Bidding Documents**

A prospective bidder requiring any clarification of the bidding documents may notify to the Chief Engineer (P&C), Satluj Bhawan, Arun Sadan, SAPDC Office Complex, Tumlingtar, Nepal. +977-29-575154.

9.0 Amendment of Bidding Documents

- 9.1 At any time prior to the deadline for submission of bids, the SAPDC may amend the Bidding Documents by the issuance of an addendum/corrigendum.
- 9.2 The corrigendum's and amendments if any shall be uploaded only on www.sjvn.nic.in & www.sapdc.com.np.in, all the bidders are requested to frequently visit the web sites till the schedule date of submission of bid.
- 9.3 The addendum thus issued shall be part of the bidding documents and shall be communicated to all prospective bidders who have purchased the Bidding Documents. Prospective bidders shall promptly acknowledge receipt thereof to the SAPDC.
- 9.4 In order to afford prospective bidders reasonable time in which to take an addendum into account for preparing their bids, the SAPDC may, at its discretion extend, as necessary, the deadline for submission of bids in accordance with Para-18 hereof.

10.0 Language of bid

The bid prepared by the bidder and all correspondence and documents thereto exchanged by the bidder and the SAPDC be written in English language. Supporting documents and printed literature furnished by the bidder with the bid may be in another language provided these are accompanied by an appropriate translation of pertinent passages in the above stated language. For the purpose of interpretation of the bid, the English language shall prevail.

11.0 Bid Prices

- 11.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole Works as described in the Bidding Documents based on Priced Schedule/Bill of Quantity submitted by the bidder.
- 11.2 The bidder shall offer rates & prices Inclusive of VAT and all other taxes & duties etc "on Firm Price Basis" in the Priced Schedule/Bill of Quantities of the Bidding documents and shall not be subject to adjustment on any account. The rates shall remain firm during the entire period of contract and no escalation shall be payable.
- 11.3 The rates and amounts shall be quoted in decimal in such a manner that no interpolation is possible. The rates and amounts shall be written both in words and figures. 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. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting. Corrections by applying correcting fluid shall not be permitted.
- 11.4 The bidder shall fill in unit rates and prices for all items of Works described in the Bill of Quantities/Priced Schedule. Items against which no rate or price is entered by the bidder will not be paid for by the SAPDC when executed, and shall be deemed to be covered by the other rates and prices in the Bill of Quantities/Priced Schedule. However, the rate for excess over quantities of such items beyond deviation limit prescribed under the contract will be worked out in accordance with the provisions contained in the Contract.
- 11.5 Only unconditional discount offered by the Bidder on the Performa for Price Bid shall be considered for evaluation.
- 11.6 As regards the Income Tax, Surcharge on income tax, VAT & any other Taxes as applicable in Nepal, SAPDC shall not bear any Tax liability whatsoever. The Bidder shall be liable and responsible for payment of such Taxes if applicable under the provision of law at present or in future in Nepal. SAPDC will deduct TDS (Tax deductions at Source) as applicable. The details/information towards the deductions shall be issued by SAPDC.

12.0 Currencies of Bid and Payment

The unit rates and prices shall be quoted by the bidder entirely in Nepalese Rupees (NPR).

13.0 Bid Validity Period

13.1 Bids shall remain valid for acceptance for a period of 180 days (one hundred eighty days) from the date of opening of Techno-Commercial Bids prescribed in Para-21.0 hereof.

13.2 The SAPDC may request the bidders to extend the period of validity for a specified additional period. The request and the bidder's response shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be permitted to modify his bid, but will be required to extend the validity of his bid security for the period of the extension and in compliance with Para-14.0 hereof in all respects.

14.0 Bid Security/EMD

i. Earnest Money shall be submitted in the shape of Bank Draft/Manager Cheque/FDR(duly pledged in favour of SAPDC)/ Bank Guarantee (may be in the format provided in tender document at **Annexure-II**) in favor of SJVN Arun-3 Power Development Company Pvt. Ltd. payable at Khandbari(Acceptable to SAPDC), in original for an amount as mentioned at para 1.7 herein-above. Earnest Money Deposit shall remain valid for 180 days after the date of deadline for submission of Bids as stated in the invitation to bid.

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

ii. EMD of the bidder shall be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of validity of the bid.

iii. The EMD of the successful bidder shall be return within 30 days after submission of performance security and signing of contract agreement.

iv. The Earnest Money of unsuccessful bidders will be returned within 15 days of the award of work to the successful bidder.

v. No interest shall be payable by SAPDC on EMD/ contract security.

15.0 Variation in Bidding Conditions

Bidder shall submit offers which comply fully with the requirements of the Bidding Documents. Bids which take deviations from the conditions of the contract will not be considered.

16.0 Signing of bid

16.1 The original and all copies of the bids shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder under legally enforceable Power of Attorney. All the pages of the bid shall be signed and stamped at the lower right hand corner by the person or persons signing the bid.

16.2 The bid shall not contain any alterations or additions or deletions except those to comply with the instructions issued by the owner or as necessary to correct errors made by the bidder in which case, such corrections shall be initialed by the person or persons signing the bid.

17.0 Documents comprising the bid and manner of Submission thereof:

17.1 The bid shall consist of three parts as under:

Part –I (Envelope-I)

i. Comprising Bid Security in the form and amount as per bid conditions (as per Sr. No 14.0)

- ii. Cost of Tender Document (as per Sr. No. 1.5).
- iii. Comprising Techno-commercial bid (excluding price bid). The following documents duly signed shall be submitted in this part of the bid:
 - a) Duly filled in stamped and signed by authorized signatory Tender Form, Form of Declaration, Undertaking regarding Blacklisting
 - b) Work experience along with supporting document as stipulated under clause at Sr. No. 2.1(i) of NIT & ITB.
 - c) Supportive document to substantiate the experience, qualification etc. of the proposed team member as stipulated under clause at Sr. No. 2.1(ii) of NIT & ITB.
- iv. Photo copy of VAT/PAN Number/Registration certificate.
- v. Duly signed and stamped Annexure-D 'Integrity Pact'

Part – II (Envelope-II)

Comprising of Price Bid at Annexure-A, duly filled in & signed Bill of Quantities (BOQ).

- 17.2 A rate or price shall be entered against each item in the priced Bill of Quantities (Price Schedule), whether quantities are stated or not. The cost of items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities (Price Schedule)
 - 17.3 In the "Techno-Commercial" part of the bid the bidder shall not give any indication about the bid price in any manner whatsoever. Non-compliance of this provision shall result in the rejection of bid.
 - 17.4 The part II of the bid (i.e. Price bid) shall be strictly in accordance with the forms provided in the Bill of Quantities /Price Schedule.
 - 17.4 The bidder shall not take any deviation from the bid conditions.
 - 17.6 The bidder shall also fill, sign and stamp each page of the documents forming part of the bid, on the left hand cover (bottom side).
- 17.7 The Part – I & Part-II of the bids shall be packed and submitted in the following manner.**

- i. Part – I & Part- II of the bids shall be kept in separate covers duly super scribed with the "The Part-I (Envelope-I) and Part-II (Envelope-II) of the bids duly super scribed with the "Part – I- Bid security- Original, cost of Tender Document and Techno Commercial Bid- Original", and 'Part-II- Price Bid- Original" and sealed.

On upper left hand corner.

- i. Bid for (Name of Work)
- ii. Do not open before (Insert date & time of opening of bid as specified under Sr.No. 1.9 of NIT & ITB)
- iii. To be opened by tender committee only.

In the center of the cover.

Name of the person/ officer and the office address to whom bid is addressed.

On the bottom left hand corner:

Name and address of the bidder.

17.8 The bids as above shall be submitted either in person or through courier or by post to following address:-

**Chief Engineer (P&C),
Satluj Bhawan, Arun Sadan, SAPDC, Office Complex,
Tumlingtar, Distt. Sankhuwasabha, Nepal.**

However, SAPDC not be responsible for any delay in receipt due to any reason whatsoever and/ or for loss of the bid in postal transit.

18.0 Dead line for Submission of Bids

18.1 The bids shall be received by the SAPDC not later than the time & date at the address specified at Para 1.8 and 1.13 here-in above.

18.2 The SAPDC may extend the deadline for submission of bids by issuing an amendment in accordance with Para 9.0 hereof, in which case all rights and obligations of the SAPDC and the bidders previously subject to the original deadline will then be subject to the new deadline.

19.0 Late/Delayed Bids

Any bid received by the SAPDC after the deadline prescribed by the SAPDC in accordance with Para-18.0 hereof will be returned un-opened to the bidder.

20.0 Modification and Withdrawal of Bids

20.1 The bidder may modify or withdraw his bid after bid submission, provided that the modification or notice of withdrawal is received in writing by the SAPDC prior to the prescribed deadline for submission of bids.

20.2 The bidder's modification or notice of withdrawal shall be prepared, sealed, marked and delivered in accordance with the Para-16.0 & 17.0 hereof, with the inner envelopes additionally marked "Modification" or "Withdrawal" as appropriate.

20.3 Subject to Para-22.0, no bid may be modified subsequent to the deadline for submission of bids.

20.4 Withdrawal/Modification of bid between the deadline for submission of bids and the expiry of the period of bid validity or as extended pursuant to Para-13.0 hereof shall result in the forfeiture of the bid security pursuant to Para-14.0 hereof.

21.0 Bid Opening

21.1 Bids for which an acceptable notice of withdrawal has been submitted pursuant to Para-20.0 hereof shall not be opened.

21.2 Bids for which an acceptable notice of withdrawal has been submitted pursuant to Para-20.0 hereof shall not be opened.

21.2 Then, the Part-I of the bid i.e., the envelope containing bid security & cost of tender document (if downloaded from websites) and the document as per 17.1 of ITB shall be opened. The bids whose bid security/ cost of tender document (if downloaded from websites) is either deficient in value and/ or form, will be rejected out rightly & will not be evaluated further. The envelope of modification pursuant to Para-20 hereof, if any, to this part of bid shall be opened first.

21.3 The "Price Bid" (Part-II of the bid) shall be opened at a subsequent date for which a separate intimation will be sent. It will be discretion of the SAPDC to invite all the bidders to be present at the time of opening of price bids or only those bidders whose bids are ascertained to be techno-commercially responsive. The envelope of modification pursuant to Para-20 hereof, if any, to this part of bid shall be opened first.

21.4 Bidder's authorized representatives may attend the bid opening. The officers of the SAPDC authorized for opening of bids will announce the bidder's name, written notifications of bid withdrawal if any, the presence or absence of the requisite bid security, the deviations taken by the bidder's etc., and any such detail as the said officer(s) may consider appropriate. The bidder's representative(s) shall sign register provided by SAPDC for evidencing their participation in the process of bid opening.

22.0 Clarification of Bids

To assist in the examination, evaluation and comparison of bids, the SAPDC may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the SAPDC during the evaluation of the bids in accordance with sub-Para-24.1 hereof.

23.0 Determination of Responsiveness & Techno-Commercial evaluation

23.1 Prior to the detailed evaluation of bids, the SAPDC will determine whether each bid:

- i) meets the eligibility and qualification requirements set out under Para 2.0 hereof ;
- ii) has been properly signed by an authorized Signatory.
- iii) is accompanied by the required securities, and
- iv) is substantially responsive to the requirements of the bidding documents.

23.2 A substantially responsive bid is one, which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviation or reservation. A material deviation or reservation is one:

- i) which affects in any substantial way the scope, quality, or performance of the Works;
- ii) which limits in any substantial way, inconsistent with the Bidding documents, the SAPDC rights or the bidder's obligations under the Contract ; or
- iii) Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

23.3 If a bid is not substantially responsive, it will be rejected by the SAPDC and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation or by submission of subsequent clarifications.

24.0 Commercial evaluation

24.1 Bids determined to be substantially responsive will be checked by the SAPDC for any arithmetic errors. Errors will be corrected by the SAPDC as follows:

- i) where there is a discrepancy between unit rate in figures and in words, the unit rate in words will govern; and
- ii) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted in words will govern.
- iii) In case error due to wrong extension of quantities the quantities as specified in the Bid documents will be considered and multiplied by the unit rates quoted in words to obtain the amount.

24.2 The amount stated in the Bid will be adjusted by the SAPDC in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, his bid will be rejected and the bid security shall be forfeited.

24.3 Evaluation and Comparison of Bids

24.3.1 The SAPDC will evaluate and compare only the bids determined to be substantially responsive to the requirements of the Bidding Documents in accordance with Para-23.0 hereof.

24.3.2 **In evaluating bids, SAPDC will determine, for each bid, the Evaluated Bid Price by adjusting the bid price as follows.**

- i) Making any correction for errors pursuant to sub-Para-24.1 hereof;
- ii) Making an appropriate adjustment to reflect discounts or other price modifications offered in accordance with Para-20.0 hereof.
- iii) Making an appropriate adjustment for the discount offered by the Bidder. Only unconditional discount offered by the bidder on the Performa for Price Bid shall be considered.

25.0 Award Criteria

Subject to Para-26.0 hereof, the SAPDC will award the contract to the bidder whose bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated bid price pursuant to Para-24.0 hereof and the evaluated Bid Price is within a reasonable variation of the estimated cost of tendered Works.

26.0 SAPDC Right to accept any Bid and to reject any or All Bids

Notwithstanding Para-25.0, the SAPDC reserves the right to accept or reject any bid or to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the SAPDC action.

27.0 Notification of Award

27.1 Prior to the expiration of the period of bid validity prescribed by the SAPDC or any extension thereof, the SAPDC will notify the successful bidder in writing that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract called "Letter of Acceptance") shall name the sum which the SAPDC will pay to the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Price").

27.2 The notification of award will constitute the formation of the Contract.

28.0 Signing of Agreement

28.1 Within thirty (30) days from issuance of Letter of Acceptance, on a date and time mutually agreed upon, the successful bidder or his authorized representative shall attend the Office of Chief Engineer (P&C), Arun Sadan, SAPDC Office Complex, Tumlingtar, Nepal for signing of the Agreement. The Performa of Agreement is as at **Annexure-I**.

28.2 Failure on the part of the successful bidder to comply with the requirements of this Para will constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

29.0 Performance Security

- a) Contractor shall furnish a "Performance Security" in favour of **SJVN Arun-3 Power Development Company**, towards contract performance security within 30 days from the issue of letter of award in one of the form as detailed below:-
 - i. Bank Draft/Manager Cheque/FDR(duly pledged in favour of SAPDC)

- ii. An irrevocable valid and fully enforceable Bank Guarantee (may be in the format provided in tender document at **Annexure-III**) from a Commercial (Class A) bank of Nepal in favour of SJVN Arun-3 Power Development Company acceptable to SAPDC.
- b) The guarantee amount shall be equal to 5% of the Contract Price for the faithful performance of the contract in accordance with the terms and conditions specified in the contract. The guarantee shall be valid till 45 days beyond contract completion Period. The above contract performance guarantee shall be liable for forfeiture in case of failure of the bidder to fulfill its contractual obligations under the contract.
- c) The performance guarantee will be returned to the contractor within 30 days after completion of contract period without any interest and “Satisfactory Performance Certificate” issued by E.I.C. (Engineer –in- Charge).

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

Name	Designation	Contact Nos.	Address
Er. Vivek Sharma	CE(P&C)	+977-29-575154	Satluj Bhawan, Arun Sadan, SAPDC, Office Complex, Tumlingtar, Distt. Sankhuwasabha, Nepal.

31.0 Integrity Pact

31.1 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 Performa (enclosed at **Annexure-D**) 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:

Sl. No.	Name of IEMs	Address of IEMs
1	Sh. S.P. Srivastava, IPS (Retd.)	1/125, Vineet Khand, Gomtinagar, Lucknow, UP-226010 Email: sps_ips@yahoo.com
2	Smt. Archana Pandey Tiwari, IRS (Retd.)	C-32, Nangal Dewat, Vasant Kunj, New Delhi-110070 Email: ampandey2001@yahoo.com

The Integrity Pact duly signed on behalf of SAPDC is enclosed at **Annexure-D** 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.

31.2 The successful bidder shall submit duly executed Integrity Pact on Plain Paper prior to signing of Contract Agreement.

FORMS

TENDER FORM

To

**Chief Engineer (P&C),
Arun Sadan,
SAPDC Office Complex, Tumlingtar.**

1. We have read and examined the following Bidding Documents relating to "*Hiring of Services for Preparation and Approval of Supplementary Environmental Impact Assessment (SEIA) report for 669 MW Lower Arun Hydro Electric Project from IBN/ MoFE/ GoN as per scope of work.*" complete in all respects.

- a. Notice Inviting Tender (NIT) & Information to Bidders (ITB)
- b. Forms (Tender form, Form of declaration, Undertaking Regarding Blacklisting, Qualification Information)
- c. General Conditions of Contract (GCC)
- d. Detailed Scope of work
- e. Special Conditions of Contract (SCC)
- f. Bill of Quantities (BOQ)

2. We hereby tender for execution of the work referred to in the documents mentioned in paragraph one above upon the terms and conditions contained or referred to in the aforesaid documents and in accordance in all respects with the specifications, designs, drawings and other details given herein and at the rates contained in BOQ and within the period(s) of completion and subject to such terms and conditions as stipulated in the enclosed Bidding Documents.

3. We agree to keep this tender open for acceptance for 180 days from opening of Techno-Commercial and also agree not to make any modifications in its terms and conditions on our own accord.

4. Earnest Money Deposit of requisite amount as specified in bidding document is hereby enclosed in the form of a Bank Draft/Manager Cheque/FDR (duly pledged in favour of SAPDC)/Bank Guarantee in favor of SJVN Arun-3 Power Development Company Pvt. Ltd. payable at Khandbari acceptable to SJVN Arun-3 Power Development Company Private Limited. We agree that if we fail to keep the validity of tender open, as aforesaid, or make any modification in the terms and conditions of our tender on our own accord and/or fail to commence the execution of the works as provided in the documents referred to in paragraph-1 above, after the acceptance of our tender, we shall become liable for forfeiture of our earnest money, as aforesaid, and the Employer shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.

Should this tender be accepted, we agree to abide by and fulfil all the terms and conditions and provisions of the above mentioned Bidding Documents.

We certify that the Tender submitted by us is strictly in accordance with the terms, conditions, specifications etc. as contained in your Bidding Documents, referred to in paragraph-1 above, and it does not contain any deviations to the aforesaid documents. It is further certified that information furnished in the Tender submitted by us is correct to the best of our knowledge and belief.

(Signature of person duly authorized to sign the Tender on behalf of the bidder along with Seal of Company)

Name _____

Designation _____

Contact No. /Email ID

Witness:

Name _____

Signature _____ Designation _____

Date _____ Name of Company _____

Name & Address _____

_____ Date: _____

Postal Address _____

Telegraphic Address: _____

Telephone No. _____ Telex

No. _____

Fax No. _____ e-mail _____

FORM OF DECLARATION

M/s.....(name of Bidder) having its registered office at(hereinafter referred to as the Bidder) having carefully studied all the Bidding Documents, specifications, drawings, the local and site conditions etc. pertaining to the Work for *“Hiring of Services for Preparation and Approval of Supplementary Environmental Impact Assessment (SEIA) report for 669 MW Lower Arun Hydro Electric Project from IBN/ MoFE/ GoN as per scope of work”* 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 Documents.
3. The Bidder is financially solvent.
4. The Bidder is experienced and competent to perform the Contract to the satisfaction of Employer.
5. The Bidder is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipalities, District, State and Central Government of Nepal that may affect the work, its performance or personnel employed therein.
6. The Bidder hereby authorizes the Employer to seek reference from the bankers of Bidder for its financial position.
7. The Bidder undertakes to abide by all labour welfare legislations.
8. The information / statement submitted by the Bidder along with the bid is true and correct in all respects.

For and on behalf of the bidder

.....

Authorized representative of the Bidder, along with his name, Seal of Company)

UNDERTAKING REGARDING BLACKLISTING

To: [Name and address of Employer]

Dear Sir,

It is hereby certified that, we{*Insert Name of Contractor/Firm*} as an individual or as a partner in JV are not blacklisted by Govt. of India/Govt. of Nepal & its undertaking as on date. The **Bidder/Firm** will immediately inform to Employer (SAPDC) in case of any change in the situation any time here in after.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Bidder/Firm _____

Address: _____

Seal of the Bidder/Firm _____

GENERAL CONDITIONS OF CONTRACT (GCC)

1: DEFINITIONS:

In the contract, the following expression shall, unless the context otherwise requires, have the meanings thereby respectively assigned to them:

- (i) **Bill of Quantities or Schedule of Quantities & Prices:** means the priced and completed bill of quantities forming part of the Contract.
- (ii) **Contract Price:** means the amount arrived at by multiplying the quantities shown in the Bill of Quantities by the respective item rates as allowed and included in the Letter of Acceptance.
- (iii) **Contractor:** means the successful Bidder who is awarded contract to perform the work covered under these Bidding Documents and shall be deemed to include the Contractor's successors, executors, representatives or assigns.
- (iv) **Corporation or Employer:** means the SJVN Arun-3 Power Development Company Private Limited having its office at Tumlingtar, Distt, Sankhuwasabha, Nepal, and includes therein legal representatives, successors and assigns.
- (v) **Construction Drawing:** means such drawings approved in writing by the Engineer-in-Charge/ Employer and issued for actual construction of the Works from time to time by the Engineer-in-Charge.
- (vi) **Day:** means a calendar day beginning and ending at midnight.
- (vii) **Drawing:** means and shall include Tender drawing and Construction drawing.
- (viii) **Engineer-in-Charge/Engineer:** means the Engineering Officer nominated by the Employer or its duly authorized representative to direct, supervise and be in charge of the works for the purpose of this contract.
- (ix) **Letter of Award or Acceptance:** means a letter from the Employer conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- (x) **Specifications:** means the Technical specification of the Works included in the Contract and any modification thereof or addition thereto or submitted by the Contractor and approved by the Engineer.
- (xi) **Tender Drawings:** means the drawings referred to in the Specifications and/or appended with the Tender Documents.
- (xii) **Time for Completion :** means the time for completing the execution of and passing the Tests on Completion of the Works or any Section or part thereof as stated in the Contract (or as extended under Clause at Sr. No. 12 of GCC) calculated from the Commencement Date.

2: INTERPRETATION

- 2.1 Words importing the singular only shall also include the plural; he includes she and vice versa unless this is repugnant to the context. Unless specifically defined, words shall have normal meaning under the language of Contract.
- 2.2 Heading and marginal notes in these General Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof of the Contract.
- 2.3 Any error in description, quantity or price in Bill of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from execution of the whole or any part of the Works comprised therein according to drawings and Specifications or from any of his obligations under the Contract.
- 2.4 Detailed drawings shall be followed in preference to small scale drawings (sketch drawings) and figured dimensions in preference to scaled dimensions. In the case of discrepancy between the Letter of acceptance issued by Employer, Special Conditions of Contract, Technical Specifications, General Conditions of Contract, the Tender Drawings and/or Bill of Quantities and other documents of Contract the following order of precedence shall prevail:
- a) Agreement
 - b) Letter of Acceptance;
 - c) Special Conditions of Contract;
 - d) General Conditions of Contract ;
 - e) Detailed Scope of Work;
 - f) Priced Bill of Quantities;
 - g) Contractor's Bid other than BOQ;
 - h) Tender drawings;
 - i) Notice Inviting Tender & Instructions to Bidders; and
 - j) Any other document forming part of the Contract.

3.0 Contractor's Default

- (a) If the contractor shall neglect to execute the work with due diligence and expedition or shall refuse or neglect to comply with any reasonable order give to him in writing by the EIC in connection with the work or shall contravene the provisions of the contract , the Employer may give notice in writing to the contractor to make good the failure, neglect or contravention complained of , should the contractor fail to comply with the notice within fifteen (15) days from the date of service thereof, then and in such case the Employer shall terminate the contract and shall be at liberty to comply other contractor and forthwith execute such part of the work as the contractor may have neglected to do or if the Employer shall think fit, without prejudice to any other right he may have under the contract, to take the work wholly or in part out of the contractor's hands and re-contract with any other person or persons to complete the work or any part thereof and apply any balance payment which may otherwise be due on the contract by him to the contractor, or such part thereof as may be necessary, to the payment of the cost of executing the said part of the work or of completing the work as the case may be. If the cost of completing the work or executing a part thereof as aforesaid shall exceed the balance payment due to the contract, the contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay, which the contractor shall have to pay if the completion of work is delayed and attributable to the contractor.

- (b) The termination of the contract under this clause shall not entitle the contractor to reduce the value of the contract performance security nor the time thereof. The Contract Performance Security shall be valid for the full value and for the full period or the completion of the Contract.

4.0 Suspension of work

The SAPDC reserves the right to suspend and reinstate execution of the whole or any part of the works without invalidating the provisions of the contract. Orders for suspension or reinstatement of the works will be issued by SAPDC to the contractor in writing. The time for completion of the works will be extended for a period equal to the duration of the suspension. SAPDC shall not be responsible for any liabilities, if suspension or delay is due to some fault on the part of the contractor.

5.0 Deployment of labour

- i. The contractor will deploy regular/ skilled workmen with experience of such type of work.
- ii. All traveling expenses including provision of all necessary transport to & fro from site, lodging, allowances and other payment to the experts/workmen shall be the sole responsibility of the contractor.
- iii. The contractor will comply with all acts/laws and other statutory provisions rules, regulations and byelaws as are applicable or which might become applicable with regard to the performance of the work and the engagement of the experts/workers. Minimum wage as notified by the Govt. of Nepal and amended from time to time shall be ensured by the Contractor for different labour categories.
- iv. The rates shall remain firm during the execution of the contract. No escalation shall be paid.
- v. The contractor will be responsible for compensation payable arising out of accidents including payment to third party, if involved, no compensation in case of accident / damages or for death / injury to the experts/workmen will be paid by the SAPDC.

6.0 Insurance

- 6.1 Neither party to the Contract shall be liable to the other in respect of any loss or damage which may occur or arise out of "Force Majeure" to the Works or any part thereof or to any material or article at site but not incorporated in the Works or to any person or anything or material whatsoever of either party provided such a loss or damage could not have been foreseen or avoided by a prudent person and the either party shall bear losses and damages in respect of their respective men and materials. Liability of either parties shall include claims/compensation of the third party also.
- 6.2 The Contractor shall indemnify and keep indemnified the Employer against all losses and claims for death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of works during the Period for Completion for whole of the works and also against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, and such liabilities shall include claims/compensations of the third party.
- 6.3 The Contractor shall avail 'group personal accident insurance policy' covering all the personnel employed by the Contractor for execution for Works complying requirement of Workmen Compensation Act applicable in Nepal. The minimum cover for personal injury or death insurance shall, however, be not less than as per requirements of the Labour Act/Act of Nepal.

- 6.4 Policies and certificates for insurance shall be delivered by the Contractor to the Engineer-in-Charge for the Engineer-in-Charge's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 6.5 Alterations to the terms of insurance shall not be made without the approval of the Engineer-in-Charge.
- 6.6 Both parties shall comply with any conditions of the insurance policies.

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

The terms of payment for item at Sr. No. 1 of B.O.Q will be as under:

a.	Submission of draft SEIA report to SAPDC after incorporating complete requisite field data for review and resubmission of draft SEIA report to SAPDC after incorporating comments of SAPDC.	25% of awarded/contract price
b.	After conducting Public Hearings and incorporation of comments/suggestions during Public Hearing as well as recommendation letters from concerned stakeholders in draft final SEIA report and resubmission of final draft SEIA report to SAPDC after incorporating comments of SAPDC.	25% of awarded/contract price
c.	After submission of draft final SEIA report to IBN/ MoFE/ GoN and making presentation to Review Committee members of IBN/ MoFE/ GoN for approval of SEIA report	25% of awarded/contract price
d.	After approval of SEIA report from IBN/ MoFE/ GoN.	25% of awarded/contract price

8.0. VAT/Taxes & duties

The quoted rates shall be inclusive of all taxes and duties including VAT and SAPDC shall not bear anything extra on this account.

9.0 Force Majeure

The term "Force Majeure" shall herein mean riots (other than among the Contractor'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 Contractor's negligence and other such causes over which the Contractor has no control and are accepted as such by the Engineer-in-Charge, whose decision shall be final and binding. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party alleging that it has been rendered unable as aforesaid, thereby shall notify within 10 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.

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

10.0 DEVIATIONS

10.1 The Engineer-in-Charge shall have powers to make any deviations in the original works or any part thereof that are, in his opinion, necessary at the time of or during the course of execution of the Works. For the aforesaid purpose or for any other reason, if it shall, in the opinion of the Engineer-in-Charge, be desirable, he shall also have the powers to make Deviations, such as (i) Variations (ii) Extra (iii) Additions/Omissions and (iv) Alterations or Substitutions of any kind. No such Deviations, as aforesaid, shall in any way vitiate or invalidate the Contract and any such Deviations which the Contractor may be directed to do shall form integral part of the Contract as if originally provided therein and the Contractor shall carry out the same on the same terms & conditions in all respects on which he agreed to do the works under the contract subject to clause 10.2 of the bid.

10.2 The rates for such items of work as are required to be executed due to Deviations, as stated in sub-clause 10.1 above shall be payable in the manner as stated hereunder:

- i) The rates already provided in the Bill of Quantities, shall apply in respect of the same item(s) of work to be executed due to Variation. However, the quoted rates shall hold good for all minus Variations.
- ii) In case of items for which rates are not available in the Bill of Quantities, the rates of such items as far as practicable, shall be derived from the quoted rates of analogous item(s) in the Bill of Quantities.
- iii) In the cases, where analogous items are not available in the Bill of Quantities, such items shall be termed as extra items and the rates for such items and also for items exceeding the prescribed limit as mentioned in clause 10.2 (i) above, the Contractor, within 15 days (or as agreed by the EIC) of receipt of order to execute such items shall submit rate analysis to the Engineer-in-Charge supported by documentary evidence of basic rates adopted therein, notwithstanding the fact that the rates for such items exist in the Contract, having regard to the cost of materials (including transportation and taxes, levies if paid), actual wages for labour etc. as per standard norms or if standard norms are not specified/available then on the basis of labour/materials/equipment actually engaged for the particular work. In case rates are not available in above said system Engineer-in-Charge may finalize such rate(s) and rate so derived shall be binding on the Contractor.

Over and above the cost of labour, material arranged by the Contractor and ownership & operational cost of plant and machinery, an element of such percentage as 15 % shall be allowed to cover the Contractor's overheads, profits, and supervision charges.

The Engineer-in-Charge shall examine the rate analysis submitted by the Contractor and fix the rates accordingly whose decision shall be conclusive, final and binding on the Contractor.

10.3 If requested by the Contractor, the Time for Completion of the Works shall, in the event of any deviation resulting in additional cost over the Contract Price, be extended in the

proportion which the altered, additional or substituted work bears to the original Contract Price plus such further additional time as may be considered reasonable by the Engineer-in-Charge.

10.4 Under no circumstances, the Contractor shall suspend the work on account of non-

settlement of rates of such Deviated items.

10.5 Provided that no deviations instructed to be done by the Engineer – in – charge pursuant to Clause 10.1 shall be valid under Clause 10.2 unless within 15 days of the date of such instruction before the commencement of execution of deviated items, notice shall have been given either ;

a) By the Contractor to the Engineer – in – Charge of an intention to Claim extra payment or varied rate or price or

b) By Engineer – in – Charge to the Contractor of his intention to vary a rate or price for the deviated items.

11 FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

11.1 If at any time after acceptance of the tender the Employer decides to abandon or reduce the scope of the Works for reason whatsoever and hence does not require the whole or any part of the Works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the Contractor, and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the Works in full but which he could not derive in consequence of the fore- closure of the whole or part of the Works.

The Contractor shall be paid at Contract rates for full amount of the Works executed at Site and, in addition, a mutually agreed reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the Works to the full extent because of the foreclosure:

(a) Any expenditure incurred on preliminary works, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation workshop, installation and dismantling of Construction Equipment (batching plant, crushing plant) and water storage tanks.

(b) (i) The Employer shall have the option to take over Contractor's materials or any part thereof, either brought to site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the Work), provided, however, the Employer shall be bound to take over the material or such portions thereof as the Contractor does not desire to retain. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.

(ii) For Contractor's materials not retained by the Employer, reasonable cost of transporting such materials from Site to Contractor's permanent stores or to his other Works, whichever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable.

(c) If any materials issued by the Employer are rendered surplus, the same except normal wastage for the materials used in the works shall be returned by the Contractor to the Employer.

(d) Reasonable compensation for transfer of T&P from Site to Contractor's permanent stores or to his other works whichever is less. If T&P are not transported to either of the said places, no cost of outward transportation shall be payable.

11.2 The Contractor shall, if required by the Engineer-in-Charge, furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.

11.3 In the event of foreclosure of the Contract, the advances released to the Contractor shall be recovered/adjusted by en-cashing Bank Guarantees (if applicable) submitted by the contractor against the advances, in appropriate proportion as due to the Employer.

12: TIME FOR COMPLETION AND EXTENSIONS:

12.1 Time for Completion allowed for execution of the Works is as specified at Sr. No. 3 of NIT & ITB of these conditions.

12.2 However, if the work is delayed on account of:

- i) Delay in handing over of site/Data/Document etc. to the Contractor; or
- ii) Increase in the quantity of work to be done under the Contract as per clause at Sr. No. 10.0 of GCC; or
- iii) Suspension of work as per clause at Sr. No. 4.0 of GCC; or
- iv) Rebuilding of work; or
- v) "Force Majeure" as per clause at Sr. No. 9.0 of GCC; or
- vi) Any other cause which, in the opinion of the Engineer-in-Charge is beyond the Contractor's control;

then, immediately upon the happening of any such event as aforesaid, the Contractor shall inform the Engineer-in-Charge accordingly, but the Contractor shall nevertheless use constantly his best endeavors to prevent and/or make good the delay and shall do all that may be required in this regard. No extension in time on account of rains shall be admissible. The Contractor shall request, in writing, for extension of time, to which he may consider himself eligible under the Contract, within fourteen days of the date of happening of any such events as indicated above.

Provided further that no monetary claims shall be admissible to the Contractor for such Extension of Time for Completion.

12.3 In any such case as may have arisen due to any of the events, as aforesaid, and which shall be brought out by the Contractor in writing, the Engineer-in-Charge may give a fair and reasonable extension of Time for Completion, after taking into consideration the nature of the work delayed and practicability of its execution during the period of extension. Provided in the event of non-receipt of a request for such extensions from the Contractor for reasons whatsoever, the Engineer-in-Charge may, at his sole discretion and with due regard to the event, grant fair and reasonable extension of time *sue motto*.

Such extensions, if admissible, shall be communicated to the Contractor by the Engineer-in-Charge in writing.

Provided that Engineer-in-Charge is not bound to make any determination unless the Contractor has;

- a) within 14 days after such event has first arisen notified the Engineer and
- b) within 28 days or such other reasonable time as may be agreed by the Engineer-in-Charge detailed particulars of any extension of Time for Completion to which the Contractor may consider himself entitled.

13.0 COMPENSATION FOR DELAY

- 13.1 If the Contractor fails to complete all items of work(s) in respect of any of Milestone and/or Work as a whole, as the case may be and as specified in SCC before the expiry of the period(s) of completion as stipulated at Sr.No. 3 of NIT & ITB or any extended period under at Sr.No. 12.0 of GCC as may be allowed, he shall without prejudice to any other right or remedy of the Employer on account of such default, pay as an ascertained/agreed compensation (Liquidated Damages) not by way of penalty; such amount as stipulated in the aforesaid in SCC.
- 13.2 The amount of Liquidated Damages /compensation may be adjusted/withheld/ deducted or set-off against any sum due or payable to the Contractor under this or any other contract with the Employer. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works or from any other obligations and liabilities under the Contract
- 13.3 Should, however, the Contractor achieve the completion of the Works as a whole under the Contract within the time as stipulated at Sr.No. 3 of NIT & ITB or in the extended time as may be accorded, the Employer will refund to him the amount of compensation recovered from him, if any, in respect of delay in the non-completion of work(s) under the individual Milestone, as aforesaid in full. However, no interest on refund of amount of compensation as above shall be payable to the Contractor.
- 13.4 In case the compensation for delay (Liquidated Damages) are levied on account of delay in preceding Milestones and if contractor achieves the next milestone within the specified schedule (as mentioned in SCC) and also achieves all the delayed preceding Milestones by that date, then the compensation already levied for all delayed preceding Milestones shall be refunded in next payment. However, no interest on refund of delay damages as above shall be payable to the contractor.

14.0 Resolution of dispute

- i. In case of any dispute or differences out of the contract in connection with the contract, the same shall be referred to the Sole Arbitrator, who shall be appointed by the CEO, SAPDC. The award of the arbitrator shall be final and binding on both the parties.
- ii. The courts of Chainpur jurisdiction shall be exclusive jurisdiction to entertain any try of matter arising out of this contract.

SCOPE OF WORK

1. INTRODUCTION:

- 1.1. The Terms of Reference (ToR) and Scoping Document (SD) for preparation of Environmental Impact Assessment (EIA) study of Lower Arun Hydro Power Project for 679 MW was approved to Department of Electricity Development (DoED), Government of Nepal (GoN) as project proponent by Ministry of Forests and Environment (MoFE), GoN on 06.08.2020. But, DoED, GoN has submitted the EIA study report of Lower Arun Hydro Power Project for installed capacity of 474.25 MW to MoFE, GoN for approval process on 02.07.2021.
- 1.2. Meanwhile, a Memorandum of Understanding (MoU) has been signed between Office of Investment Board of Nepal (OIBN), GoN and SJVN Limited on 11.07.2021 vide which SJVN Limited has been entrusted with the responsibility to prepare the Detailed Project Report (DPR) along with environmental studies of Lower Arun Hydro Power Project for indicative Installed Capacity of 679 MW. After detailed assessment of power potential, the optimized Installed Capacity of Lower Arun HEP has now been fixed as 669 MW. As such, environmental studies of the project now need to be conducted for Installed Capacity of 669 MW instead of earlier 474.25 MW. Thus, Supplementary Environmental Impact Assessment (SEIA) Study will be carried out as per EPR, 2020 to identify the additional probable relevant environmental concerns and focus on potential impacts that may occur due to the various project activities.
- 1.3. Now, SAPDC intends to hire the services of an agency for preparation and approval of SEIA report from GoN.
- 1.4. This document covers scope of work and terms and conditions for above job.

2. OBJECTIVE:

The objective of Supplementary Environmental Impact Assessment (SEIA) report is to take stock of the prevailing quality of environment, to assess the impacts of proposed project on environment and to plan appropriate environmental control measures to minimize adverse impacts and to maximize beneficial impacts from the proposed project.

The following major objectives have been considered:

- a) Assess the existing status of land, air, noise, water and natural (biological-ecological) environment and socioeconomic component of environment including parameters of human interest covering the project site (Baseline survey).
- b) To evaluate significant qualitative impact of the proposed project on the major environment components.
- c) To prepare an Environmental Impact Assessment Statement based on predictions, identification and evaluation of the impacts of the proposed project.
- d) To prepare an Environmental Management Plan (EMP) outlining preventive and control strategies for minimizing adverse impact on environment due to the proposed project including formulation of an Environmental Monitoring Plan during the construction/operation phase of the project.
- e) Assess financial considerations for suggested environmental control plans.
- f) Preparation of SEIA report as per EPA 2019 and EPR 2020, consent provided by IBN/ MoFE/ GoN and latest guidelines/ amendments issued by Govt. of Nepal and other

Government authorities statutory guidelines either existing or issued from time to time.

3. SCOPE OF WORK

The scope of work for the study to be carried out shall include but not be limited to the following activities:

- 3.1 Review of Environmental Impact Assessment (EIA) report of 474.25 MW Lower Arun Hydro Power Project, submitted by DoED, GoN for approval to MoFE, GoN.
- 3.2 Supplementary Environmental Impact Assessment (SEIA) study report shall include collection of primary and secondary baseline data through field investigations, environmental monitoring and from secondary sources viz.; maps, reports and scientific literatures etc. The collected data then be analysed for identification of impacts and arrive at cost effective mitigation measures. The overall activities that are to be studied for each environmental component are described briefly as under-
 - (a) Physical and Chemical Environment
 - (i) Geological and Geophysical aspects and Seismo-tectonics
 - (ii) Remote sensing and GIS Studies
 - (iii) Meteorology, Air and Noise: Monitoring the existing status of ambient air quality, ambient noise levels and meteorology, etc.
 - (iv) Soil Characteristics: Study and assessment of soil characteristics, etc.
 - (v) Water Quality: Study of water quality and water sources, etc.
 - (b) Water Environment and Hydrology
 - (c) Biological Environment: Study and assessment of terrestrial flora and fauna, etc.
 - (d) Land Environment: Study of existing land use, etc.
 - (e) Aquatic Ecology: Study and assessment of aquatic flora and fauna, etc.
 - (f) Socio-Economic and Cultural Environment: Collection of demographic and related socio-economic data as well as assessment of significant historical, cultural and archaeological sites, etc.
- 3.3 Incorporation of data in SEIA report for revised project installed capacity as well as project components and other associated project facilities (as per consent letter of GoN).
- 3.4 Collection of secondary field data, if required, to be incorporated in SEIA report.
- 3.5 To carry out assessment of prevailing situation relating to the environment, human beings and local communities, the flora & fauna in the area and around the adjoining area of the project.
- 3.6 To establish likely impacts on the environment, human beings and local communities, the flora and fauna in the area and around the adjoining area of the project and suggest the mitigation measures (preventive and control strategies) for minimizing adverse impact along with outlining Environmental Management Plan (EMP). EMP should include mitigation measures or management plan for each environmental component. Further, it should also include the environmental monitoring program and audit plan.
- 3.7 To update the baseline environmental data in SEIA report.
- 3.8 Analysis of project alternatives.
- 3.9 To prepare SEIA report as per consent letter received from IBN/ MoFE/ GoN, as well as EPA, 2019 and EPR, 2020, outlining preventive and control strategies for minimizing adverse impact.

3.10 Preparation of draft SEIA report by fulfilling of all the processes as per EPA, 2019 and EPR, 2020 except Terms of Reference (ToR) approval, viz:

- (a) Publication of Notice for Public Hearing,
- (b) Conducting Public Hearings along with incorporation of attendance, suggestions, photo and video of Public Hearing in the report (including all logistic arrangements, such as venue arrangements, photography/ videography and snacks for participants, etc.),
- (c) Public Notice in local newspaper for providing written comments/ suggestions from concerned offices, organizations and people regarding environmental impacts due to project implementation,
- (d) To be present during Public Hearing process, make necessary presentation in local language and to address all the environmental concerns based on the feedback of Public Hearing/ Public consultations and to incorporate the issues emerged during the Public hearing in the final SEIA report,
- (e) Obtaining recommendation letters from concerned Municipalities.

The cost on account of above activities shall be deemed to be included in the quoted BOQ rates.

3.11 To prepare final SEIA report after incorporating the comments/ suggestions from the stakeholders as well as review by SAPDC. Further, if any studies are to be repeated or modified as advised by IBN/ MoFE/ GoN for approval of SEIA report, then the same shall have to be carried out by the agency.

3.12 To be present and make presentation to Review Committee members of IBN/ MoFE/ GoN, as and when required clarifying any issues that may be raised by them.

3.13 To assist in fulfilling all the formalities including submission of requisite documents to the IBN/ MoFE/ GoN and follow up/ liaison regarding SEIA report approval.

3.14 Obtaining final approval of SEIA report from IBN/ MoFE/ GoN.

3.15 If any additional study will be mandated by GoN during the study and approval process of EIA report then the same shall be carried out by the contractor/agency and the additional cost shall be paid to the agency at mutually agreed rates for that particular task only. The Engineer-in-Charge (EIC) of this work shall decide the additional time required on account of any additional study as per clause at 10.3 of GCC.

4. DELIVERABLES/ REPORTS:

4.1 Draft Report:

- (a) Submission of 2 hard Copies of draft SEIA report along with soft copy of report in DVD for review by SAPDC.
- (b) One presentation to SAPDC on the submitted draft SEIA report prior to finalization of the draft report.
- (c) Submission of hard copies (8 no.) of final draft SEIA report in bound volume and soft copies (DVD) after incorporating comments/ suggestions of SAPDC.

4.2 Finalization of Public Notices for Public Hearing and review of views/ suggestions from stakeholders in consultation with SAPDC and IBN/ MoFE/ GoN.

4.3 Conducting of Public Hearing and to be present during Public Hearing and make presentation. The presentation shall be made in local language.

4.4 Obtaining recommendations from concerned Municipalities.

- 4.5 Review of the final draft SEIA report after Public Hearing: Considering SAPDC's views/comments, the final draft SEIA report shall be reviewed incorporating all the issues raised/ discussed during Public Hearing/ Consultation.
- 4.6 Preparation of final SEIA report: After review of the final draft SEIA report based on Public Hearing issues, the final SEIA report shall be prepared.
- 4.7 Submission of final SEIA report: 5 copies (hard) and one soft copy of final SEIA report shall be submitted to SAPDC for onward submission to IBN/ MoFE/ GoN.
- 4.8 To make presentation to Review Committee members, of IBN/ MoFE/ GoN for approval of SEIA report.
- 4.9 Submission of final SEIA report: 20 copies (hard) of approved final SEIA report in bound volume and 2 soft copies (DVD/Pen Drive) shall be submitted to SAPDC.

5. STRUCTURE FOR SEIA REPORT:

SEIA report should be as per EPA, 2019 and EPR, 2020 of Nepal as well as consent and guidelines of IBN/ MoFE/ GoN.

Special Conditions of Contract

- 1) No material and T&P will be issued by SAPDC.
- 2) Requisite experience/qualification of contractor's personnel(s) who will be engaged for this assignment:-
 - a. Bidder/Contractor must provide competent personnel having expertise in all functional areas to carry out required environmental examination studies most efficiently.
 - b. Bidder/Contractor should have requisite personnel/ experts with their firm/ agency to carry out the EIA study as per EPA, 2019 and EPR, 2020 OR they should have tie-up arrangements with the requisite personnel/ experts to carry out the EIA study as per EPA, 2019 and EPR, 2020.
 - c. All personnel proposed to be deployed must be fluent in speaking Nepali/ English.
 - d. The key person i.e., the SEIA coordinator, for SEIA study should have broad knowledge about the project and clear understanding about the related functional areas. The coordinator should be thoroughly aware of national and global environmental concerns and be familiar with all relevant environmental regulations, the EPA, 2019 and EPR, 2020 Notifications and the public hearing/ consultation procedures.
- 3) In case of substitution/replacement of team member(s) assigned for this assignment approval of EIC shall be required before doing the same.
- 4) The contractor shall comply with all the prevailing laws and acts of Nepal, amended from time to time & Laws and Regulations applicable to EIA study shall be binding to the bidder.
- 5) The testing/ analysis of samples for Air, Noise, Water, Soil Quality and Meteorology shall only be done through Nepal Bureau of Standards and Metrology (NBSM) accredited laboratory.
- 6) The arrangement of necessary permissions from the concerned authorities to carry out the SEIA study will be the sole responsibility of the bidder.
- 7) The bidder shall arrange accommodation, food, transportation for its people to be deployed at site for carrying out the job at his own cost. SAPDC will not be responsible for it.
- 8) The successful bidder shall submit the details of the personnel, deployed by the bidder for execution of the jobs, to SAPDC before initiation of work.
- 9) The bidder shall be responsible for providing necessary PPE for the work related activities of the personnel. The bidder shall be responsible for any work related accidents throughout the contract period.
- 10) The bidder shall be directly responsible for overall safety of the personnel deployed by him for the purpose. In no case, SAPDC will be held responsible for safety of the bidder's personnel engaged against the said work.
- 11) All information and data generated or collected during the execution of the work shall be treated as confidential and shall be the sole property of Arun-3 HEP, SAPDC and the findings of the study shall not be shared or published without prior permission of Arun-3 HEP, SAPDC.
- 12) The agency shall ensure minimum wages, as applicable. The agency shall also ensure adherence to all labour laws of Nepal and nothing shall be borne by SAPDC on this account.
- 13) The experts/workmen to be engaged by the contractor shall have no right in any way for direct or indirect employment in SAPDC. During the currency of contract and after its expiry or

termination no employee of the contractor who have ever worked on contract against this work will be offered direct or indirect employment of SAPDC.

- 14) The workmen/supervisor shall be qualified and well versed in similar nature of work.
- 15) The contractor shall be responsible for any damage resulting from his operations.
- 16) Time taken by SAPDC for review/comment for SEIA report and/or time taken by GoN Deptt.(s) for review/comments/approval at any stage are not accountable to contractor. However, contractor has to be present & make presentation to Review Committee members of GoN Deptt.(s) as and when required for clarifying any issues that may be raised by them. Further, contractor shall assist in fulfilling all the formalities including submission of requisite documents to the GoN and follow up/ liaison regarding SEIA report approval.
- 17) TDS shall be deducted as per applicable Rules/Acts of GoN.
- 18) In case of any ambiguity in interpretation of any contract clause related to this work, the decision of Employer shall be final and binding.
- 19) **Ref. Clause at Sr.No. 13 of GCC, Milestones:-**

S. No.	Mile stone	Time period to be reckoned from 15 th day of issuance of LOA	Compensation for delay
1.	a. Review of Environmental Impact Assessment (EIA) report of 474.25 MW Lower Arun Hydro Power Project, submitted by DoED, GoN for approval to MoFE, GoN and submission of draft SEIA report (in hard and soft copy) to SAPDC for review after incorporating complete requisite field data. b. Resubmission of draft SEIA report (in hard and soft copy) to SAPDC after receipt of comments from SAPDC on draft SEIA report.	55 days	0.4% of Contract Price per day of delay subject to a maximum of 5% of contract price.
2.	a. Conducting Public Hearings in consultation with SAPDC. b. Submission of final draft SEIA report to SAPDC for review after incorporation of comments/ suggestions during Public Hearing as well as recommendation letters from concerned stakeholders. c. Resubmission of final draft SEIA report (in hard and soft copy) to SAPDC after receipt of comments from SAPDC on final draft SEIA report. d. Submission of final draft SEIA report to IBN/ MoFE/ GoN and to make presentation in IBN/ MoFE/ GoN for approval of SEIA	120 days	0.2% of Contract Price per day of delay subject to a maximum of 5% of contract price.
3.	Approval of SEIA report from IBN/ MoFE/ GoN).	150 days	0.5% of contract price per day of delay subject to a maximum of 5% of contract price.

Note: *Maximum amount of delay damages on account of work as a whole shall not exceed 5 % of Contract Price.*

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.

PROFORMA FOR AGREEMENT

This agreement made this _____ day of _____ between _____ (name and address of Employer) (hereinafter called “SJVN Arun-3 Power Development Company Private Limited/SAPDC/Employer”) and _____ (name and address of Contractor) (hereinafter called “the Contractor” of the other party).

Whereas the SJVN Arun-3 power Development Company Private Limited is desirous that the Contractor _____ executes _____ (name and identification number of Contract) (hereinafter called ‘the Works’) and the SJVN Arun-3 Power Development Company Private Limited has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects herein at a contract price of NPR _____

NOW THIS AGREEMENT WITNESSETH as follow:

1. In this Agreement, words and expression shall assume the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. In consideration of the payments to be made by the SJVN Arun-3 Power Development Company Private Limited to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the SJVN Arun-3 Power Development Company Private Limited to execute and complete the Work and remedy the defects therein in conformity, in all aspects, with the provisions of the Contract.
3. The SJVN Arun-3 Power Development Company Private Limited hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and remedy the defects wherein the contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a) This Contract Agreement
 - b) Letter of acceptance issued by Employer;
 - c) Special Conditions of Contract;
 - d) General Conditions of Contract ;
 - e) Detailed Scope of Work;
 - f) Priced Bill of Quantities;
 - g) Contractor’s Bid other than BOQ;
 - h) Instructions to Bidders
 - j) Any other document forming part of the Contract

The aforesaid documents shall be taken as complementary and mutually explanatory of one

another but in case of ambiguities or discrepancies shall take precedence in the order set out above.

In witness whereof the parties have caused this Agreement to be executed the day and year first before written.

Signed and Delivered

For and on behalf of the Contractor

For and on behalf of SJVN Arun-3
power Development Company Private
Limited

i) Name: _____
(Authorized Signatory)

Name: _____

ii) Name : _____

Designation:

In the presence of:

In the presence of :

Name _____

Name _____

Add. _____

Add. _____

Note: *This Performa is included in the Bidding Documents only for the information of the Bidders. Only the successful bidder, shall, in due course, be required to fill this Performa.*

1. FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(Refer clause 14.0 of NIT & ITB)

WHEREAS _____ (Name of Bidder) (hereinafter called “the Bidder”) has submitted his bid dated _____ (date) for “*Hiring of Services for Preparation and Approval of Supplementary Environmental Impact Assessment (SEIA) report for 669 MW Lower Arun Hydro Electric Project from IBN/ MoFE/ GoN as per scope of work.*”

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. fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - b. fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders, or
 - c. does not accept the correction of the Bid Price pursuant to **Clause-24.0 of NIT & ITB.**
 - d. adopts corrupt or fraudulent practices

we undertake to pay to the SJVN Arun-3 Power Development Company Private Limited, NPR..... 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 two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 210 days after the deadline for submission of Bids as stated in the invitation to bid or as it may be extended by the SJVN Arun-3 Power Development Company Private Limited notice of which extensions(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____

SIGNATURE OF THE BANK _____

WITNESS _____

SEAL _____

(Signature, name and address)

**2. FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT
(Refer clause 29.0 of NIT & ITB)**

Date:

To,
Name & Address of the Employer

We have been informed that(the “company”), having its registered office at has entered into a Agreement on20.... with you for the work of “*Hiring of Services for Preparation and Approval of Supplementary Environmental Impact Assessment (SEIA) report for 669 MW Lower Arun Hydro Electric Project from IBN/ MoFE/ GoN as per scope of work.*”

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

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

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

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

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

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

Notwithstanding anything contained hereinabove:

- (1) Our liability under this Guarantee shall not exceed the Security Amount
- (2) Any demand may be brought by SAPDC under this Guarantee up to close of business on the Expiry Date.
- (3) We shall be liable to pay any amount under this Guarantee or part thereof only if we receive a claim or demand in writing within banking hours at our branch on or before the Expiry Date and if no such demand has been received by us by that time and date, all rights to bring any demand under this guarantee will cease.

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

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

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

Signed for and on behalf of:

Name:

Designation:.....

Seal of the Bank:.....

Signed for and on behalf of:

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

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

Name:.....

Designation:.....

Seal of the Bank:.....

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

PRICE SCHEDULE/ BOQ

Name of work:- PCD 07/2021 “Hiring of Services for Preparation and Approval of Supplementary Environmental Impact Assessment (SEIA) report for 669 MW Lower Arun Hydro Electric Project from IBN/ MoFE/ GoN as per scope of work.”

Sr. No.	Description	Unit	Qty.	Rate in NPR (Inclusive of all taxes and duties including VAT and Inclusive of all cost as per scope of work)		Amount in NPR (Inclusive of all taxes and duties including VAT and Inclusive of all cost as per scope of work)	
				In Figures	In Words	In Figures	In Words
1	Preparation and Approval of Supplementary Environmental Impact Assessment (SEIA) report for Lower Arun Hydro Electric Project from IBN/ MoFE/ GoN, as per detailed Scope of Work as per detailed Scope of Work at Annexure-B.	Job	1				
Total (NPR) (Inclusive of all taxes and duties including VAT and Inclusive of all cost as per scope of work)							
Discount if any in percentage (%)							

Date:

For and on behalf of the bidder

Place:

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

INTEGRITY PACT-PRE-CONTRACTBetween

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

And

M/s _____, a company/ firm/ individual (status of the company) constituted in accordance with the relevant law in the matter and having its registered office at _____ represented by Shri/Smt. _____, 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
 "Hiring of services for preparation and approval of Supplementary Environmental Impact Assessment (S.E.I.A) report for 669 MW Lower Arun H.E.P. from I.B.N./Mo.FE/Go.N as per Scope of Work" and the Bidder/Contractor is willing to offer against Tender No. SAPDC/P&C/LAHEP/PCD-07/2021-35 dated 02/12/2021....

NOW, THEREFORE,

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

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

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

1.0 Commitments of the Employer

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

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

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

- 2.1 The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.



- 2.2 The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with Employer for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with Employer.
- 2.3 The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign principals or associates.
- 2.4 The Bidder(s)/Contractor(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract
- 2.5 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.6 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.7 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.8 The Bidder/Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in electronic data carrier. The Bidder/Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.9 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.10 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.11 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the Employer, or alternatively, if any relative of an officer of the Employer has financial interest/stake in the Bidder(s)/Contractor(s) firm (excluding



Public Ltd. Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act, 2013 (India).

- 2.12 The Bidder(s)/Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Employer.
- 2.13 The Bidder/supplier shall follow all rules and regulations of India and/or Nepal including statutory requirements like minimum wages, ESIC and EPF/Social Security Fund.

3.0 Previous Transgression

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

4.0 Earnest Money (Security Deposit)

The provision regarding Earnest Money/Security Deposit as detailed in the Notice Inviting Tender (NIT) and Instruction to Bidders (ITB) section of the Bid Document is to be referred.

5.0 Sanctions for Violations

- 5.1 Any breach of the aforesaid provisions by the Bidder/Contractor or any one employed by it or acting on its behalf shall entitle the Employer to take action as per the procedure mentioned in the "**Guidelines on Banning of Business Dealings**" attached as **Annex-A** and initiate all or any one of the following actions, wherever required:
- (i) To immediately disqualify the bidder and call off the pre contract proceedings without assigning any reason or giving any compensation to the Bidder/Contractor. However, the proceedings with the other Bidder(s)/Contractor(s) would continue.



- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the Employer and the Employer shall not be required to assign any reason thereof.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/Contractor shall be liable to pay compensation for any loss or damage to the Employer resulting from such cancellation/rescission and the Employer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Contractor.
- (iv) To encash the Bank guarantee, in order to recover the dues if any by the Employer, along with interest as per the provision of contract.
- (v) To debar the Bidder/Contractor from participating in future bidding processes of Employer, as per provisions of "Guidelines on Banning of Business Dealings" (**Annex-A**), which may be further extended at the discretion of the Employer.
- (vi) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.
- (vii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Employer with the Bidder/ Contractor, the same shall not be opened/operated.
- (viii) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The Employer will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (viii) of this Pact also on the Commission by the Bidder/Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Contractor), of an offence as defined in GFR, Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption in Employer's country.

5.3 The decision of the Employer to the effect that a breach of the provisions of this Pact has been committed by the Bidder/Contractor shall be final and conclusive on the Bidder/Contractor. However, the Bidder/Contractor can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

6.0 Independent External Monitor(s)

- 6.1 The Employer has appointed Independent External Monitor(s) (hereinafter referred to as Monitors) for this Pact.
- 6.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.



- 6.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 6.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement for which a complaint or issue is raised before them, including minutes of meetings. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.
- 6.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform CMD/CEO/MD of Employer and request Employer to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 6.6 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Employer including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor(s) with confidentiality.
- 6.7 The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings as and when required.
- 6.8 The Monitor will submit a written report to the CMD/CEO/MD of Employer within 30 days from the date of reference or intimation to him by the Employer/Bidder and should the occasion arise, submit proposals for correcting problematic situations.
- 6.9 The word 'Monitor' would include both singular and plural.
- 6.10 In the event of a dispute between the management and the contractor related to those contracts where integrity pact is applicable, in case both the parties agree, they may try to settle the dispute through mediation before the panel of IEMs in a time bound manner. In case the dispute remains unresolved even after mediation by the panel of IEMs, SJVN may take further action as per the terms and conditions of Contract. Expenses on dispute resolution shall be equally shared by both the parties.



7.0 Facilitation of Investigation

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

8.0 Law and Place of Jurisdiction

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

9.0 Other Legal Actions

- 9.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
- 9.2 Changes and supplements as well as termination notice need to be made in writing.
- 9.3 If the Contractor is a partnership or a consortium or a joint venture, this pact must be signed by all partners of the consortium/joint venture.

10.0 Validity

- 10.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Employer and the Bidder/Contractor/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract or six months from the date of opening of price bids, whichever is earlier.
- 10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

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



Employer



Name of the Officer: **Vivek Sharma**

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

Place-----

Date-----

Witness1. 

(Anupam Sharma)
Manager (P&C), SAPDC,
(Name and address) Tumlingtar.

2. _____

(Name and address)

Bidder

(Authorised Person)

(Name of the Person)

Designation

Place-----

Date-----

Witness1. _____

(Name and address)

2. _____

(Name and address)

GUIDELINES ON BANNING OF BUSINESS DEALINGS

1.0 Introduction

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

2.0 Scope

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

3.0 Definitions

In these Guidelines, unless the context otherwise requires:

- i) **"Party / Contractor / Supplier / Bidders"** shall mean and include a public limited company or a private limited company, a joint Venture, Consortium, HUF, a firm whether registered or not, an individual, cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. "Party / Contractor/ Supplier / Bidder" in the context of these guidelines is indicated as 'Agency'.



- ii) **"Unit"** shall mean the Project/ Power Station/ Regional Office/ Liaison Office.
- iii) **"Competent Authority"** and **'Appellate Authority'** shall mean the following:
The concerned Director shall be the 'Competent Authority' for the purpose of these guidelines.
CMD, SJVN shall be the 'Appellate Authority' in respect of such cases.
- iv) **"Investigating Committee"** shall mean any Officer/Committee appointed by Competent Authority to conduct investigation.
- v) **"List of approved Agencies viz Parties / Contractors / Suppliers/Bidders"** shall mean and include list of Parties/ Contractors / Suppliers / Bidders etc if registered with Employer.

4.0 Initiation of Banning / Suspension

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

5.0 Suspension of Business Dealings.

- 5.1 If the conduct of any Agency dealing with Employer is under investigation, the Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Committee, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Committee. The Investigating Committee may ensure that their investigation is completed and whole process of final order is over within such period. However, if investigations are not completed in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.
- 5.2 The order of suspension shall be communicated to all Departmental Heads of SJVN (including its subsidiaries and JVs) and Heads of the Units. During the period of suspension, no business dealing may be held with the Agency.



5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.4 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.5 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension.

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

6.1 If the security consideration, including questions of loyalty of the Agency to Employer so warrants;

6.2 If the director /owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last three years.

6.3 If business dealings with the Agency have been banned by the Department of Power, Government of India and/or relevant Ministry/Govt. Deptt. of Nepal.

6.4 If the Agency has resorted to corrupt, fraudulent practices including misrepresentation of facts;

6.5 If the Agency uses intimidation / threatening or brings undue outside pressure on Employer or its official for acceptance / performances of the job under the contract;

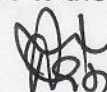
6.6 If the Agency misuses the premises or facilities of Employer, forcefully occupies or damages Employer's properties including land, water resources, forests / trees or tampers with documents/records etc. (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7.0 Banning of Business Dealings

7.1 A decision to ban business dealings with any Agency shall apply throughout SJVN including its subsidiaries/JVs.

7.2 There will be an Investigating Committee consisting of officers not below the rank of AGM/DGM from Indenting Division, Finance, Law and Contracts. Member from department responsible for invitation of bids shall be the convener of the committee. The functions of the committee shall, inter-alia include:

- i) To study the report of the unit/division responsible for invitation of bids and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.



- ii) To recommend for issue of show-cause notice to the Agency by the concerned unit/division as per clause 9.1.
- iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- iv) To submit final recommendations to the Competent Authority for banning or otherwise.

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

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

9.0 Show-cause Notice

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

10.0 Appeal against the Decision of the Competent Authority

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



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

- i) The concerned unit shall forward the name and details of the Agency(ies) banned to IT&SE 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, Gol 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/s

_____ {Name and
address of bidder} hereby certify that we have not been banned/de-listed/ black listed /
debarred from business by any PSU / Govt. Department during last 03 (three) years on
the grounds mentioned in para 6 of Guidelines on banning of Business dealing.

(Seal & signature of the Contractor)