

**SJVN ARUN-3 POWER DEVELOPMENT COMPANY Pvt.
Ltd.**

(A Subsidiary of SJVN Ltd. Registered in Nepal)



**ARUN-3 HYDRO ELECTRIC PROJECT, NEPAL
TENDER DOCUMENT
[DOMESTIC COMPETITIVE BIDDING]**

TENDER No.: PCD-167/2020

**ENGAGEMENT OF EXPERT AGENCY TO INSPECT, TEST AND CERTIFY
THE QUALITY FOR HM WORKS OF ARUN-3 HEP DISTT.
SANKHUWASABHA, NEPAL.**

Tumlingtar

March, 2020

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SJVN Arun-3 Power Development Company (P) Ltd.

Tumlingtar, Nepal

(Registration No: 111808/69/070)

Ref. No.: SAPDC/CE(P&C)/PCD-167/2020-317

Dated: 08.03.2020

SECTION-I : NOTICE INVITING TENDER (NIT)

1. SJVN Arun-3 Power Development Company (P) Ltd. (SAPDC), Tumlingtar, Nepal (A Subsidiary of SJVN, a joint venture of GoI & Govt. of H.P.) having Registered office at Kathmandu, Nepal invites sealed bids in single stage two envelope bid system on item rate basis from the eligible Bidders from India/Nepal for the following work:

1.	Name of Work:	Engagement of expert agency to Inspect, test and certify the quality for HM works of Arun-3 HEP Distt. Sankhuwasabha, Nepal.
1.1	Tender No.	PCD-167/2020
1.2	Time Allowed for Completion of whole of the works	Time period for consultancy work shall be three years from the issuance of Letter of Acceptance. Contract may be extended upto the completion of the HM works in all respect.
1.3	Estimated Cost	NPR 5.25 crore exclusive of VAT/GST.
1.4	Cost of Bidding Document (Non-refundable)	NPR 8,000/- (INR 5,000/-) in the form of Bank Draft/Manager's cheque payable at Khandbari, Nepal in favour of SJVN Arun-3 Power Development Company Pvt. Ltd. Alternatively, payment against cost of Tender Document/EMD may also be made directly in the following account of SAPDC, However, proof of same shall be submitted by the Bidder with the Bid in Part-I(Envelope-I):- NPR Account Details:- Everest Bank Limited Acc. No. 00800105200477 Swift Code: EVBLNPKA
1.5 a.	Date and time for availability of Bidding document	08.03.2020 to 03.04.2020 (upto 1300 Hrs.) http://sjvn.nic.in/tender.htm , www.eprocure.gov.in & http://www.sapdc.com.np
1.5 b.	Pre-bid meeting	Pre-bid meeting date & venue shall be intimated separately.

1.6	Earnest Money Deposit	NPR 10,51,000/- only (to be submitted as per clause no. 14, Section-II, ITB). Bidders are advised to ensure receipt of full EMD amount in SAPDC account before last date of Bid submission date to avoid any further dispute.
1.7	Last date & time for submission of Bid(s).	03.04.2020 upto 1500 Hours.
1.8	Time and Date for opening of part-1 (Techno-commercial bid).	05.04.2020 at 1630 Hours.
1.9	Time and date of opening Financial Bid(s).	Shall be intimated later.
1.10	Bid validity period	180 days from the last date of submission of bids.
1.11 a.	Place of submission of bids (As per Sr. No. 17.7 of ITB, Section-III)	Chief Engineer (P&C) Arun-3HPP, SAPDC Office Complex, Tumlingtar Distt. Sankhuwasabha, Nepal Ph. +977-29-575154, Mob.:- +977-9852058517, OR O/o Company Secretary Arun-3HPP, SAPDC Madhyapur (Thimi) Municipality, Ward No. 16, Swagat Marg, House No. 3, Lokanthali, P.O. Box: 5685, Kathmandu.
1.11b.	Place of opening bids (As per Sr. No. 20 of ITB, Section-III)	Chief Engineer (P&C) Arun-3HPP, SAPDC Office Complex, Tumlingtar Distt. Sankhuwasabha, Nepal
1.12	Authority/Officer inviting Tender	Chief Engineer (P&C) Arun-3HPP, SAPDC Office Complex, Tumlingtar Distt. Sankhuwasabha, Nepal Ph. +977-29-575154, Mob.:- +977- 9852058517, E-mail Address: pnc.sapdc@gmail.com

2. The bidding document containing Instructions to Bidders, General Conditions of Contract, Special Conditions of Contract, Schedule of Quantities & Prices. etc. can be downloaded from website <http://sjvn.nic.in/tender.htm>, www.eprocure.gov.in & <http://www.sapdc.com.np>. The bidders may submit their bid either by post/courier or physically in the tender box kept as per Sr. No. 1.11 a. herein-above prior to the last date for submission of bids. Bids of those Bidders who have submitted the requisite tender document fee and EMD acceptable to Employer only shall be considered for bid evaluation.

3. Eligibility

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

- (a) Average Annual turnover during the last three Financial years, ending 15th July, 2019/ 31st March 2019 (as the case may be) should be at least i.e. NPR 1,58,00,000/- (INR 98,75,000/-).

In support of above, Annual Accounts/Audit Reports and/or tax clearance certificate obtained from the Inland Revenue Department or documents showing submission of tax returns for the past three financial years shall be furnished by the Bidder.

- (b) The Bidder as Sole Contractor or as Partner of JV or Sub-contractor or Consultant, should have been worked in the field of consultancy or supervision of Hydro Mechanical works i.e. Gates & Steel Liner (Fabrication, Erection, Testing & Commissioning of 3.0 mtr dia (minimum) and 500 mtr Length in overall) of Hydro Electric project of minimum capacity of 300 MW during preceding 10 years (work may be started earlier). Experience of commissioned project shall only be considered for evaluation. The preceding 10 years reckoned from the last day of the month previous to the one in which Bids are invited.

In support of above experience condition, the bidder shall submit copies of award letter along with successful completion certificate from the agency/firm for which work was executed. The bid shall be treated as non-responsive in case bidder fails to provide supporting document in respect of turnover and experience as detailed above. In case of experience certificate of Private Companies, copy of TDS certificate (s) {such as 26AS} shall also be required.

- (c) Bidder should not have any conflict of interest with Main Contractor executing the HM works of Arun-3 HEP, Nepal.
- (d) Bidders intends to participate as Joint Venture/ Consortium are not allowed to bid.
- (e) Bidders from India/Nepal are eligible for bidding.

4. Each bidder must Submit:

- i. Copy of VAT/PAN and Registration;
- ii. A declaration that the information furnished with the bid documents is correct in all respects in accordance with Form of Declaration provided in Section-III of the bidding documents.
- iii. An undertaking to the effect that the bidder has read all the documents downloaded documents along with the NIT and there is no deviation from the standard terms and conditions of the bidding document & NIT etc. in accordance with Tender Form provided in Section-III of the bidding documents.

5. Even though the bidders meet the above qualifying criteria; they are subject to be disqualified if they have:
 - (i) made misleading or false representations in the forms, statements, declarations and attachments submitted in proof of the qualification requirements; and/or
 - (ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion or financial failures etc.
 - (iii) Participated in the previous bidding for similar work and had quoted abnormally high or low bid prices and could not furnish rational justification for it to the Employer.

6. Bidding document shall be available on websites <http://sjvn.nic.in/tender.htm>, [www. eprocure.gov.in](http://www.eprocure.gov.in) & <http://www.sapdc.com.np>. At any time before the submission of bids, SJVN Arun-3 Power Development Company Private Limited may modify/ amend the Bidding document and extend the last date of submission/opening of the Bid and any other key dates by issuing a corrigendum/addendum and such corrigendum/addendum to this notice as well as to the Bidding document shall be available on the aforesaid websites only.

As such the Bidders are advised to visit the above websites regularly before deadline for submission of Bid.

7. Any Corrigendum /Addendum thus issued shall form part of bidding document and shall only be uploaded on websites <http://sjvn.nic.in/tender.htm>, [www. eprocure.gov.in](http://www.eprocure.gov.in) & <http://www.sapdc.com.np>.
8. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend, as necessary, the deadline for submission of bids.
9. Employer reserves the right to cancel the tendering process at any time without assigning any reason. SAPDC reserves the right to reject any or all the Bids without assigning any reason thereof.
10. The prospective Bidders are advised to visit the offices of SAPDC before submission of their proposals. The Bidder shall bear all costs associated with the site visit. The information about the project and / or its surroundings is given in good faith. The Bidders may however, obtain necessary information and acquaint themselves with Site by making site visit at their own cost.
11. For any enquiry/clarification etc. bidders may contact at the following address:

For & on the behalf of SAPDC

**Chief Engineer (P&C)
Arun-3HPP, SAPDC**

**Satluj Bhawan, Arun Sadan,
Tumlingtar, Distt. Sankhuwasabha, Nepal
Ph. +977-29-575154, +977-9852058517
E-mail Address: pnc.sapdc@gmail.com**

SECTION-I-A

DETAILED SCOPE OF WORK

Detailed Scope of Work

1. Scope of work:

SAPDC has awarded Hydro Mechanical Package and now seeking to employ an eligible and qualified company/Agency/ third party to maintain Quality Assurance of HM works (fabrication and erection etc.) for Gates (radial, stoplogs, trash rack, vertical Slide Gate etc.) and Pressure Shaft Steel Liner of Arun 3 HEP. However, the entire quality test (at workshop and site) will be performed by Main Contractor as per the technical specification of the works. To keep the check (i.e. inspect, witness, verify and certify quality of the product) on the Main Contractor's quality control a third party is being hired to deploy manpower at different location of work site.

Following documents/Data will be provided to the Contractor for supervision of works while execution (Fabrication and erection etc.);

- Technical specification for HM works of Arun-3 HEP.
- Approved Drawings for different components
- Codes/references i.e. WPS, PQR, MQAP etc. for HM works.
- Any modification/change of data during construction shall also be provided which will be essential for execution of HM works.

2. Responsibility of the Expert agency during execution of works:

Sl. No.	Expert agency is being hired for quality control of	Assignment of expert agency (witness, verify and certify the quality of works)	Technical Specification Reference/Guidelines for inspection, witness, verify and certify
1	Gates, Hoists, Crane and Valves	<p>Prior to shop assembly, the sub-assemblies parts shall be tested in shop to ensure that parts are correctly fabricated and properly aligned.</p> <p>The dimensions, especially clearances and fit, (ISO 286), which are essential for operation and efficiency shall be carefully checked in an approved manner.</p> <p>Fixed Wheel, Sliding Gates & Stop logs: Each Gate shall be checked to ensure that all parts fit properly and that dimensions, clearances and tolerances required in the specifications and drawings have been achieved.</p>	<ul style="list-style-type: none"> • The guidelines/recommendations for inspection, testing and maintenance of Gates, Rope Drum Hoists/cranes/ hydraulic hoist as contained in the relevant Indian Standards viz. IS-7718, IS-10096, IS-3177 and IS-13053 (Latest Revision) etc. but not limited to, shall

		<p>Radial Gates : All gates, frames, and appurtenances shall be checked to ensure accurate fit and proper alignment of all parts and that the over-all dimensions and clearance are as covered by these specifications.</p>	<p>be applicable at different stages of the work viz. at the manufacturing stage, at the time of erection as well as after the erection.</p>
		<p>Embedded Parts:The welds shall be inspected for soundness by dye- penetrant test and shall be locally stress relieved. Radiographic testing for butt joints.</p>	<ul style="list-style-type: none"> • Review the quality inline with approved design& requirement.
		<p>For Rope Drum Hoists :Conduct tests in workshops to ensure that all parts fit and function properly and the dimensions and tolerances are as per the approved drawings for the parts and assemblies for its proper performance . The Hoist shall be run under no load in shop to ensure that all parts fit accurately at site when erected. The Hoist under such tests shall run smoothly, without vibration, noise, chatter or undue friction.</p>	
		<p>Hydraulic Hoist :Conduct tests in workshops to ensure that all parts fit and function properly and the dimensions and tolerances are as per the approved drawings for the parts and assemblies for its proper performance. The hoist shall be tested for a pressure 150% of the design pressure, by applying the oil pressure to move the piston.</p>	
		<p>Each hoist cylinder before it is machined finally and appurtenant piping, all valves and other parts subjected to oil pressure shall be subjected to a hydrostatic pressure test, for a pressure equal to at least 1.5 times the design pressure. The pressure shall be applied gradually and maintained for sufficiently long time to permit inspection of all parts and joints.</p>	

		<p>Gantry Cranes : Shall be checked by dial gauge.</p> <ul style="list-style-type: none"> • Overall inspection of crane, dimensions, spans. • All motions of the crane. • The deflection test shall be carried out with the safe working load at rest. The measurement shall not be taken on the first application of the load. 	
		<p>The Rope Drum Hoists/Hydraulic hoist/Gantry crane/EOT crane are put into service, these shall, with overload relays appropriately set, be tested to lift and sustain a minimum tests load of 125 percent of the working load.</p> <p>In case of cranes, during overload test each motion in turn shall be manoeuvred in both directions and the crane shall sustain the load under full control.</p>	
		<p>Lifting Beam:</p> <p>The lifting beam assembly shall be load tested for 1.25 times of working load.</p> <p>The load should be lifted and held for minimum of ten minutes.</p> <p>After the load test, all load bearing welds should be 100% examined by using Magnetic Particle Inspection.</p>	
		<p>Hydrostatic Testing :Cylinder assembly, hydraulic pipes etc. shall be in general subjected to the test pressure equal to 150% of the design pressure or a test pressure producing stress not exceeding 90% of yield stress in shell.</p>	
		<p>Radiographic and Ultrasonic Inspection</p>	

		<p>site inspection : The test, checks, examinations at site shall comprise but not be limited to: -</p> <ul style="list-style-type: none"> i) Checks and examinations of site welds. ii) Hydrostatic Pressure Test (if any). iii) Dielectric Tests. iv) Functional Checks (on all operating mechanism, on protective devices, automatic and manual controls, monitoring, supervisory equipment etc.) v) Running Tests (gates with hoists). vi) Performance tests & determination of characteristic data. 	
2	Pressure Shaft Steel Liner	<p>In order to be sure of the steel grade or quality testing /inspecting of steel shall be done at manufacture's place,</p> <p>check the accuracy of measuring instrument such as :</p> <ol style="list-style-type: none"> 1. Discharge Measurement 2. Recorder for measuring Water Level in Surge Shaft 3. Pressure Taps etc. <p>Conduction of the non-destructive tests shall be carried out as specified in SNT-TC-IA "Recommended practice for non-destructive testing, personnel qualifications and certification" of the American Society for Non-destructive Tests or other similar International Standards, as required, inline with technical specification</p>	Review the quality inline with approved design & requirement.

		<p>Conduction of Magnetic Particle Inspection test : All fillet welds joining diaphragm plates, rings, lugs, etc. shall have smooth transitions into the sides of plates with toes of the welds made before depositing the major bead. The surfaces shall be ground to merge smoothly into the plate surfaces. The fillet joints are subjected to magnetic particle testing.</p>	
		<p>Conduction of Hydrostatic Testing at workshop inline with technical specification.</p>	
		<p>In addition to following test and reports have prepare and submit at</p> <p>a) Fabrication shop:</p> <ul style="list-style-type: none"> • Check sheet for gas cutting • Check sheet for bending • Inspection report on shop fabrication • Check sheet for fit-up. • Check sheet for material check • Check sheet for dimensions • Check sheet for hydrostatic testing • Radiographic testing records At Site shop inside the tunnel <p>b) At Site shop inside the tunnel</p> <ul style="list-style-type: none"> • Check sheet for each pipe assembly • Check sheet for level and alignment • Quality control sheet for welding consumables • Ultrasonic/radiographic testing records • Quality control sheet for repair welding • Inspection report on painting • Inspection report on final dimensions. 	

3. Other information's:

A. Gates & Hoists

1. Stoplogs for Sluice Radial gate: 9000 mm x 19750 mm (w x h) – 5 Sets
2. Sluice Radial Gates: 9000 mm x 14850 mm (w x h) - 5 sets
3. Stoplogs for Spillway Gates: 5000 mm x 5300 mm (w x h) - 1 set
4. Spillway Flap gate: 5000 mm x 5300 mm (w x h) - 1 set
5. Bulkhead for intake gate: 7000 mm x 6000 mm (w x h) - 2 sets
6. Main intake gate: 7000 mm x 6000 mm (w x h) - 2 sets
7. Trash racks: 5025 mm x 3883 m – (8 ways x 8 penal)
8. Adit Gate For HRT: 2500 mm x 2500 mm (w x h) - 1 set
9. Surge Shaft gates: 5500 mm x 5500 mm (w x h) - 2 sets
10. Draft tube gates: 5000 mm x 5500 mm (w x h) - 2 sets
11. Tailrace Tunnel Outfall gates: 7500 mm x 4330 mm (w x h) - 2 sets

B. Penstock

1. Pressure Shaft -1 Length 560.737m (@ 260m Vertical shaft)
2. Pressure Shaft -2 Length 530.884 m (@260m Vertical sahft)
3. Ferrule size - 5500 mm and 4000 mm
4. Ferrule thickness - varies from 18 mm to 38 mm

C. Location of Fabrication Workshop

1. Fabrication workshop of gates - Kota, Rajasthan.
2. Fabrication workshop of penstock - Itahari, Sunsari Distt., Nepal about 230 Km from dam & power house site which is situated in distt. Shankhubasbha, Nepal.
3. Erection works -
 - a) Dam Site, Phaksinda/Dovan
 - b) Power House site, Phukhwa Nepal (both site about 70 Km from Tumlingtar)

4. Submittals by expert agency:

Expert agency (Hired staff) shall submit the following documents as part of its works for this assignment Daily, Monthly and Quarterly Progress Reports of all the H-M works inspected/witnessed, which will address the following:

- i. Summary of all the inspections carried out and details of every activity, component-wise.
- ii. NDT Reports,
- iii. Failure reports, if any
- iv. Issue of NCs and closure of NCs.
- v. Quality Certificate for the activities
- vi. Final Report as per the format provided to them by SAPDC.

SECTION –II

INSTRUCTIONS TO BIDDERS (ITB)

INSTRUCTIONS TO BIDDERS (ITB)

A. General

1. Scope of Bid

- 1.1 The SJVN Arun-3 Power Development Company Private Ltd. hereinafter referred to as SAPDC or the Owner or the Employer invites bids for the construction of Works, as described in these documents and referred to as “the Works”. The name and identification number of the works is as provided in the NIT.
- 1.2 The successful Bidder will be required to execute the Works for the Period allowed as specified under Sr. No. 1.2 of NIT.
- 1.3 Throughout these documents, the terms “bid” and “tender” and their derivatives (bidder/ Bidder, bid/ tender, bidding/ tendering, etc.) are synonymous.
- 1.4 Bids will be open for Indian/Nepalese bidders only.

2. Eligible Bidders

This Invitation for Bid is open to all eligible Indian/Nepalese bidders meeting the eligibility criteria as defined in Clause 3.2 here-in-below.

- 2.1 Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Governments (India/Nepal) on date of submission of Bid.

3. Qualification of the Bidder

- 3.1 All bidders shall include the following information and documents with their bids in Qualification Information:
 - a) Cost of Tender Document (as per Sr. No. 1.4)
 - b) Bid Security in the form and amount as per bid conditions (as per Sr. No 14.0)
 - c) Tender Form;
 - d) Forms of declaration and undertaking;
 - e) Qualification requirements details **Form A** - Average Annual Turnover;
 - f) Qualification requirements details **Form B** – Technical Experience;
 - g) Qualification Information **Form-C – Undertaking regarding conflict of interest;**
 - h) Proof of VAT/PAN Registration;
 - i) Proof of Company Registration;
 - j) Power of Attorney in Favour of Authorized Signatory;
 - k) Integrity Pact (Schedule - F).
- 3.2 To qualify for award of the Contract each bidder should have;
 - (a) Average Annual turnover during the last three Financial years, ending 15th July, 2019/ 31st March 2019 (as the case may be) should be at least i.e. NPR 1,58,00,000/- (INR 98,75,000/-).

In support of above, Annual Accounts/Audit Reports and/or tax clearance certificate obtained from the Inland Revenue Department or documents showing submission of tax returns for the past three financial years shall be furnished by the Bidder.

- (b) The Bidder as Sole Contractor or as Partner of JV or Sub-contractor or Consultant, should have been worked in the field of consultancy or supervision of Hydro Mechanical works i.e. Gates & Steel Liner (Fabrication, Erection, Testing & Commissioning of 3.0 mtr dia (minimum) and 500 mtr Length in overall) of Hydro Electric project of minimum capacity of 300 MW during preceding 10 years (work may be started earlier). Experience of commissioned project shall only be considered for evaluation. The preceding 10 years reckoned from the last day of the month previous to the one in which Bids are invited.

In support of above experience condition, the bidder shall submit copies of award letter along with successful completion certificate from the agency/firm for which work was executed. The bid shall be treated as non-responsive in case bidder fails to provide supporting document in respect of turnover and experience as detailed above. In case of experience certificate of Private Companies, copy of TDS certificate (s) {such as 26AS} shall also be required.

- (c) Bidder should not have any conflict of interest with Main Contractor executing the HM works of Arun-3 HEP, Nepal.
- (d) Bidders intends to participate as Joint Venture/ Consortium are not allowed to bid.
- (e) Bidders from India/Nepal are eligible for bidding.

3.3 Each bidder must Submit:

- i. Copy of VAT/PAN and Registration;
- ii. A declaration that the information furnished with the bid documents is correct in all respects in accordance with Form of Declaration provided in Section-III of the bidding documents.
- iii. An undertaking to the effect that the bidder has read all the documents downloaded documents along with the NIT and there is no deviation from the standard terms and conditions of the bidding document & NIT etc. in accordance with Tender Form provided in Section-III of the bidding documents.

3.4 Even though the bidders meet the above qualifying criteria; they are subject to be disqualified if they have:

- (i) made misleading or false representations in the forms, statements, declarations and attachments submitted in proof of the qualification requirements; and/or
- (ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion or financial failures etc.
- (iii) Participated in the previous bidding for similar work and had quoted abnormally high or low bid prices and could not furnish rational justification for it to the Employer.

4. 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.

5. Site Visit

5.1 The Bidders, The prospective Bidders are advised to visit the offices of SAPDC before submission of their proposals. The Bidder shall bear all costs associated with the site visit.

The information about the project and/or its surroundings is given in good faith. The Bidders may however, obtain necessary information and acquaint themselves with Site by making site visit at their own cost.

5.2 The Bidders should note that information, if any, in regard to the site and local conditions, in these Bidding Documents, except for the material agreed to be supplied by the Employer, has been given merely to assist the Bidders and is not warranted to be complete.

5.3 The Bidders should note and bear in mind that the Employer shall bear no responsibility for the lack of acquaintance of the site and other conditions or any information relating thereto, on their part. The consequences of the lack of any knowledge, as aforesaid, on the part of the Bidders shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the Employer.

5.4 Arun-3 Hydro Electric Project is located in Sankhuwasabha district, Nepal. Corporate office of SAPDC is at Tumlintar. Dam site and Power house sites are located in Phaksinda (near Num) and Diding respectively which are 60km from Tumlingtar. Nearest Railway station is Jogbani, Bihar approx. 300 km from sites and nearest airport is Tumlintar, Nepal.

B. Bidding Documents

6.0 Content of Bidding Documents

6.1 The set of bidding documents comprises the documents listed below and addendum issued in accordance with Clause 8 of ITB.

Section-I	Notice Inviting Tender (NIT)
Section-I-A	Detailed Scope of Work
Section-II	Instructions To Bidders (ITB)
Section-III	Tender form, forms of Declaration and Undertakings, Qualification Information, Forms and Integrity Pact
Section-IV	General Conditions of Contract (GCC)
Section –V	Contract Forms
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Section-VII	Schedule of Quantities & Prices.

6.2 The bidder is expected to examine carefully all instructions, Forms, qualification information and other schedules, General and Special conditions of contract etc. in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 23 and 24 hereof, bids which are not substantially responsive to the requirements of the Bid Documents, shall be rejected. 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 Employer at least 7 days prior to the deadline for submission of bids.

It shall be the sole discretion of the Employer to consider such errors/omissions for which necessary corrigendum will be issued.

7.0 Clarification of Bidding Documents

A prospective bidder requiring any clarification of the bidding documents may notify in writing through post/email on address/email ID provided in NIT.

8.0 Amendment of Bidding Documents

- 8.1 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.
- 8.2 In case of any amendment/corrigendum to this Tender Notice as well as to the Tender Document, such corrigendum/addendum to the Bidding document shall be available on the websites <http://sjvn.nic.in/tender.htm>, www.eprocure.gov.in & <http://www.sapdc.com.np> only.
- 8.3 Any Corrigendum /Addendum thus issued shall form part of bidding document and shall only be uploaded on <http://sjvn.nic.in/tender.htm>, www.eprocure.gov.in & <http://www.sapdc.com.np>.
- 8.4 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.

C. Preparation of Bids

9.0 Language of Bids

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, English language shall prevail.

10.0 Documents Comprising the Bid

- 10.1 The Bid submitted by the bidder shall comprise the following documents:
 - a) Envelope-1: EMD and cost of bid document along with Techno-commercial bid, and
 - b) Envelope-2: Price Bid.
- 10.2 The Bidder shall treat the Bidding Documents and contents thereof as confidential.

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 in the Priced Schedule/Bill of Quantities of the Bidding documents. The quoted rates shall be inclusive of all taxes and duties including VAT/GST and SAPDC shall not bear anything extra on this account.

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. 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 in the BOQ shall be considered for evaluation.

11.6 As regards the Income Tax, Surcharge on income tax, any other Taxes as applicable in Nepal/India, 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 in Nepalese Rupees (NPR) and/or Indian Rupees (INR). Payment shall be made in the currency quoted by the Bidder.

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 last date of submission of bids.

13.2 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

14.1 The bid security shall be in the form of Bank Guarantee from any "A" class Bank in Nepal for the amounts expressed in Nepalese Rupees (NPR). The Bank Guarantees in INR shall be acceptable only if these are issued by a Scheduled Bank of India duly counter guaranteed by any A class bank in Nepal. Bank Guarantee for Bid Security in original shall be submitted along with the bid. However, the issuing Bank shall submit an unstamped duplicate copy of Bank Guarantee directly by Registered Post (A.D) to the authority inviting tenders with a forwarding

letter. The format of the bank guarantee shall be in accordance with the form of bid security provided in tender document. Bid securities shall remain valid for a period of 30 days, beyond the original validity period of the bid or beyond any period of extension subsequently requested under sub-clause 13.0.

OR

FDR duly pledged in favor of Employer.

OR

Demand Draft endorsed in favour of Employer.

The FDR/DD issued by a "A" Class Nepalese Bank shall only be acceptable.

OR

Alternatively, payment against cost of Tender Document/EMD may also be made directly in the following account of SAPDC, However, proof of same shall be submitted by the Bidder with the Bid in Part-I(Envelope-I):-

NPR Account Details:-

Everest Bank Limited

Acc. No. 00800105200477

Swift Code: EVBLNPKA

14.2 Any bid not accompanied by an acceptable Earnest Money Deposit shall be rejected by the Employer as non-responsive.

14.3 The Earnest Money of unsuccessful bidders will be returned within 28 days of issuance of Letter of Acceptance.

14.5 The Earnest Money of the successful Bidder will be discharged within 28 days after the Bidder has signed the Agreement and furnished the required Performance Security Deposit.

14.6 The Earnest Money may be forfeited:

a) if the Bidder withdraws the Bid after bid opening (technical bid) during the period of Bid validity;

Or

b) if the bidder does not accept the correction of bid price pursuant to clause 24 of ITB.

Or

c) if the Bidder adopts corrupt or fraudulent practices

Or

d) in the case of a successful Bidder, if the Bidder fails within the specified time limit to

- i. sign the Agreement; and/or
- ii. furnish the required Performance Security Deposit.

14.7 The Bank Guarantee against Earnest Money shall remain valid for 30 days beyond the period of validity of bid i.e. total 210 days from the last date of submission of bids.

14.8 No interest shall be paid by SAPDC on Earnest Money Deposit.

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 Employer 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.

16.3 Power of Attorney may be in either of the form:-

- i. In case of a General Power of Attorney, a true copy of the POA shall be duly notarized by Notary Public alongwith a declaration from the Company Secretary /Corporate Secretary endorsing the validity of the Power of Attorney.
- ii. In case of a specific Power of Attorney, the original POA alongwith a copy of the resolution of Board of Directors for the specific appointment. Memorandum of Association may also furnished alongwith the bid. In case of delegation by a General POA holder, the documents as sought under i) above shall be submitted alongwith the original specific POA.

16.4 The Bid should be signed by legally authorized signatory only.

- a) If the tender is **submitted by an individual**, it shall be signed by the proprietor or his authorized person above his full name and name of the firm with its current business address.
- b) If the tender is submitted **by a proprietary firm**, it shall be signed by the proprietor or his authorized person above his full name and full name of the firm with its current business address.
- c) If the tender is submitted by a **firm in partnership**, it shall be signed by a partner holding the power of attorney for the firm for signing the tender, in which case a certified copy of the power of attorney shall accompany the tender. A certified copy of the partnership deed duly registered and current business address of all the partners of the firm shall also accompany the tender.
- d) If the tender is submitted by a **limited company or a limited corporation**, it shall be signed by a duly authorized person holding the power of attorney or any other legally valid

document for signing the tender, in which case a certified copy of the power of attorney or any such legally valid document shall accompany the tender.

- e) All witnesses shall be persons of status and their full names, occupations and addresses shall be stated below their signatures.

D. Submission of Bids

17.0 Documents comprising the bid and manner of Submission thereof:

17.1 The bid shall consist of two parts as under:

Part –I

- i) Bid Security/EMD and Cost of Tender Document
- ii) Comprising Techno-commercial bid (**excluding price bid**). The following documents duly signed shall be submitted in this part of the bid:
 - a) Tender Form;
 - b) Forms of declaration and undertakings;
 - c) Qualification requirements details **Form A** - Average Annual Turnover;
 - d) Qualification requirements details **Form B** - Technical Experience;
 - e) Qualification Information **Form-C – Undertaking regarding conflict of interest**;
 - f) Proof of VAT/PAN Registration;
 - g) Proof of and Company Registration;
 - h) Power of Attorney in Favour of Authorized Signatory;
 - i) Integrity Pact (Schedule - F)

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).

17.2 **Part-II** Comprising of Price Bid at Section VII i.e., duly filled Schedule of Quantities & Prices/ Bill of Quantities (BOQ). Discounts offered, if any shall be provided under Section VII only.

17.3 The bidder shall not give any indication about the bid price in any manner whatsoever in the “Techno-Commercial” part of the bid. 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.

17.5 The bidder shall not take any deviation from the bid conditions.

17.6 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 and Part-II of the bids duly super scribed with the “Part – I- Bid security- and cost of Tender Document and Techno Commercial Bid” and ‘Part-II- Price Bid- Original” and sealed.
- ii. The Part-I of the bid shall then be kept in one single cover and sealed duly super scribed “Bid security and cost of Tender Document and Techno Commercial Bid. “Similarly, original Part-II of the bid shall then be kept in one single cover and sealed duly super scribed “Part-II – Price Bid”.
- iii. The two separate covers containing Part-I & Part –II of the bid shall then be kept in a cover and sealed. The outer most cover would bear the following identifications:

On upper left hand corner.

- ◆ Bid for (Name of Work)
- ◆ Do not open before {Insert date of opening of bid as specified under para 1.7 of NIT}.
- ◆ 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.

17.7 The bidders must submit their bid either by post/courier or physically in the tender box kept at the address as mentioned in NIT prior to the last date for submission of bids. SAPDC shall 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 SAPDC not later than the time & date at the address specified at Para 1.7 & 1.12 of Section-I (NIT).
- 18.2 SAPDC may extend the deadline for submission of bids by issuing an amendment in accordance with Para 8.0 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 No bid may be modified subsequent to the deadline for submission of bids.

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 Then, the Part-I of the bid i.e., the envelope containing bid security & cost of tender document and the document as per 17.1 of ITB shall be opened. The bids whose bid security/ cost of tender document is either deficient in value and/ or form, will be rejected out rightly & will not be evaluated further.

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, SAPDC may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing or by email, 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 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 & 3.0 hereof ;
- ii) has been properly signed.
- 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 SAPDC as follows:

- i) where there is a discrepancy between rate/percentage in figures and in words, the rate/percentage in words will govern; and
- ii) Where there is a discrepancy between the unit rate/percentage and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted in words will govern.

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 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 in accordance with Para-11.5 hereof.

F. Award of Contact

25.0 Award Criteria

Subject to Para-23.0 hereof, 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 provided the evaluated Bid Price is within a reasonable variation of the estimated amount of Work.

26.0 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, 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 of issue of the Letter of Acceptance, on a date and time mutually agreed upon, the successful bidder or his authorized representative shall attend the Office of tender inviting authority for signing of the Agreement.

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

29.0 Performance Security Deposit

29.1 Within 30 (thirty) days from the date of issue of the Letter of Acceptance, the successful bidder shall deliver to the Employer a Performance Security equal to 5% (Five percent) of the Contract Price, plus additional security for unbalanced bids in accordance with Clauses 24.3.3 of ITB and Clause 3 of General Conditions of Contract valid till 45 days beyond Defect Liability Period.

29.2 The Performance Security Deposit shall be submitted in the form of Manager Cheque/ FDR duly pledged in favor of Employer/ Demand Draft endorsed in favour of Employer/ Bank Guarantee in favor of SJVN Arun-3 Power Development Company Pvt. Ltd. payable at Khandbari issued by a Class A bank situated in Nepal. The FDR/DD issued by a "A" Class Nepalese Bank shall only be acceptable.

The Bank Guarantees in INR shall be acceptable only if these are issued by a Scheduled Bank of India duly counter guaranteed by any A class bank in Nepal.

Alternatively, in case of non-submission of demand draft /Manager's Cheque/ FDR / Banker Cheque/ Pay order/Bank Guarantee towards Performance Security within the specified period, existing Bid Security/EMD already submitted to the employer shall be converted into Performance security and balance amount shall be deducted from initial payments due to the Contractor till the total amount of Performance security deposit becomes 5% of the Contract Value

29.3 Failure of the successful Bidder to comply with the requirements of Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money Deposit. He will also be debarred from participating in bids invited by the Project for one year.

29.3 Failure of the successful Bidder to comply with the requirements of Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money Deposit. He will also be debarred from participating in bids invited by the Project for one year.

30. Corrupt or Fraudulent Practices

The Employer requires the bidders/Contractors under this contract observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer:

- (a) defines, for the purpose of these provisions, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to be detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- (b) will reject a Bid for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (c) will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a

contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

31. Integrity Pact: To improve transparency and fairness in the tendering process the Employer is implementing Integrity Pact.

The Integrity Pact, signed by the prospective Bidders and the Employer, shall commit the persons/officials of both the parties, not to exercise any corrupt/fraudulent/collusive/coercive practices in the Tendering process and also during implementation of the Contract. Bidders signing Integrity Pact shall not approach the Courts while representing the matters to IEMs (which have been appointed by CVC, India) and will await their decision in the matter.

Entering into Integrity Pact as per Performa (enclosed under *Schedule-F*) is a basic qualifying requirement.

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

1. Ms. Asha Swarup

2. Sh. Jai Pal Singh

The address for correspondence with IEMs is as under:

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

SECTION-III

**TENDER FORM, FORMS OF DECLARATION AND UNDERTAKING,
QUALIFICATION INFORMATION FORMS**

TENDER FORM

**Chief Engineer (P&C),
Arun-3 HEP, SAPDC, Tumlingtar.**

1. We have read and examined the following Bidding Documents relating to "Engagement of expert agency to Inspect, test and certify the quality for HM works of Arun-3 HEP Distt. Sankhuwasabha, Nepal".

Section-I	Notice Inviting Tender (NIT)
Section-I-A	Detailed Scope of Work
Section-II	Instructions To Bidders (ITB)
Section-III	Tender form, forms of Declaration and Undertakings, Qualification Information, Forms and Integrity Pact
Section-IV	General Conditions of Contract (GCC)
Section –V	Contract Forms
Section-VI	Special Conditions of Contract (SCC)
Section-VII	Schedule of Quantities & Prices.

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 at the rates contained in BOQ and within the period(s) of completion as given under Sr. No. 1.2 of NIT 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 after the last date for submission of bid 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, the local and site conditions etc. pertaining to the Work for "Engagement of expert agency to Inspect, test and certify the quality for HM works of Arun-3 HEP Distt. Sankhuwasabha, Nepal" 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

.....

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

DECLARATION REGARDING FRAUD AND CORRUPTION

1. We undertake that, in competing for the above work contract (and if the award of work is made to us for execution), we shall strictly observe the laws against fraud and corruption in force in Nepal.

2. We declare and covenant that neither we nor any member of the JV are under a declaration on ineligibility for poor performance / failure, issued by the Govt. of India/ Govt. of Nepal, State Govt./Govt. Deptt. / PSU.

For and on behalf of the bidder

.....

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

Qualification Information Form-A

AVERAGE ANNUAL TURNOVER

Bidder's Name & Address

To:

SAPDC

We declare that the Average Annual Financial Turnover during the last 3 years, ending 31st March/15th July 2019 are as under:

S. No.	Period	Turnover
1.	2016-17	
2.	2017-18	
3.	2018-19	
4.	Average Annual Financial Turnover for the last three (03) completed financial years	

Notes:

- i) *The Currency Conversion Rate as available on website www.gocurrency.com as on 28 days prior to application submission deadline, shall be considered for converting the figures from foreign currency into Nepali currency. However, in case the conversion rates are not available on said website, the Employer may consider the conversion rates from other website. The decision of Employer in this regard shall be final.*

For and on behalf of the bidder

.....

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

Qualification Information Form-B

STATEMENT OF WORKS COMPLETED

We declare that we ourselves/ as Sole Contractor or as Partner of JV or Sub-contractor or Consultant, should have been worked in the field of consultancy or supervision of Hydro Mechanical works i.e. Gates & Steel Liner (Fabrication, Erection, Testing & Commissioning of 3.0 mtr dia (minimum) and 500 mtr Length in overall) of Hydro Electric project of minimum capacity of 300 MW during preceding 10 years (work may be started earlier) from the last day of the month previous to the one in which Bids are invited:-

Sl. No.	Name of Work	Role of Contractor (consultancy or supervision)	Capacity of Project	Name of Client/employer	Date of LOA/ Agreement & Date of Completion

Note: -

- i. Bidders to fill in the details as provided here-in-above and attach additional pages, if necessary in case of JV.*
- ii. Bidders to enclose necessary certificates in support of above details.*
- iii. Copy of Joint Venture Agreement also to be furnished where the works have been executed in joint venture.*

For and on behalf of the bidder

.....

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

UNDERTAKING REGARDING CONFLICT OF INTEREST

We M/s __(Name of Bidder)_____ undertake that, we didn't have any conflict of interest with Main Contractor executing the HM works of Arun-3 HEP, Nepal.

For and on behalf of the bidder

.....

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

SECTION –IV

**GENERAL CONDITIONS OF
CONTRACT (GCC)**

SECTION – IV: - GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

- (i) **Bill of Quantities or Schedule of Quantities & Prices:** means the priced and completed bill of quantities forming part of the Contract.
- (ii) **Contract:** means the document forming the tender, acceptance thereof and the formal agreement executed between the SAPDC and the Contractor, together with documents referred to therein.
- (iii) **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.
- (iv) **Contractor/Agency:** means the successful Bidder who is awarded contract to perform the work covered under these tender documents and shall be deemed to include the Contractor's successors, executors, representatives or assigns.
- (v) **Employer:** means the SJVN Arun-3 Power Development Company (P) Ltd. (SAPDC), Tumlingtar, Nepal (A Subsidiary of SJVN, a joint venture of GoI & Govt. of H.P.) having Registered office at Kathmandu, Nepal, and includes therein legal representatives, successors and assigns.
- (vi) **Day:** means a calendar day beginning and ending at midnight.
- (vii) **Officer-in-Charge/ Engineer-in- Charge (OIC/EIC):** The Officer-in-Charge of this work 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.
- (viii) **Letter of Award or Acceptance:** means a letter from the Employer/EIC conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- (ix) **Main Contractor:** means the contractor executing the HM works of Arun-3 HEP, Nepal i.e. M/s Om Metals Infraprojects Limited.
- (x) **Sub-Contractor:** means any person named in the Contract as a Sub-Contractor for a part of the Works or any person to whom a part of the Works has been subcontracted with the consent of the Employer and the legal successors in title to such person, but not any assignee of any such person.
- (xi) **Urgent Works:** means any urgent measures, which in the opinion of the EIC, become necessary at the time of execution and/or during the progress of work to obviate any risk of accident or failure or to obviate any risk of damage to the structure, or for any other reason the EIC may deem expedient.

2.0 INTERPRETATIONS

- (i) 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 Specifications or from any of his obligations under the Contract.
- (ii) In case of discrepancy between the Letter of acceptance issued by Employer, Special Conditions of Contract, Technical Specifications, General Conditions of Contract, and/or Bill of Quantities and other documents of Contract the following order of precedence shall prevail:
 - a) Agreement;
 - b) Letter of Acceptance issued by Employer;
 - c) Corrigendum/Addendum if any;
 - d) Special Conditions of Contract;
 - e) General Conditions of Contract;
 - f) Detailed Scope of Work;
 - g) Schedule of Quantities & Prices/Bill of Quantities;
 - h) Contractor's Bid other than BOQ;
 - i) Instructions to Bidders; and
 - j) Any other document forming part of the Contract

3.0 SUFFICIENCY OF TENDER

The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates stated in the Schedule of Quantities & Prices/Bill of Quantities, all of which shall, except insofar as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and completion of the Works and the remedying of any defects therein.

4.0 SECURITY DEPOSIT

The Security Deposit shall comprise the following:

- (i) Performance Security Deposit to be furnished by the Contractor within 30 days of issue of Letter of Acceptance.
- (ii) Retention Money to be recovered from Interim bills of the Contractor.

Within 30 (thirty) days from the date of issue of the Letter of Acceptance, the successful bidder shall deposit to Employer a Performance Security of 5% (Five percent) of the Contract Price. The Performance Security Deposit shall be submitted in the form of Manager Cheque/ FDR duly pledged in favor of Employer/ Demand Draft endorsed in favour of Employer/ Bank Guarantee in favor of SJVN Arun-3 Power Development Company Pvt. Ltd. payable at Khandbari issued by a Class A bank situated in Nepal. The FDR/DD issued by a "A" Class Nepalese Bank shall only be acceptable.

The Bank Guarantees in INR shall be acceptable only if these are issued by a Scheduled Bank of India duly counter guaranteed by any A class bank in Nepal.

Alternatively, in case of non-submission of demand draft /Manager's Cheque/ FDR / Banker Cheque/ Pay order/Bank Guarantee towards Performance Security within the specified period, existing Bid Security / EMD already submitted to the employer shall be converted into Performance security and balance amount shall be deducted from initial payments due to the Contractor till the total amount of Performance security deposit becomes 5% of the Contract Value.

The performance security shall be enhanced in case of any extension and/ or increase in value of contract price. In case the extended/revised performance security is not received by the EIC within the specified period of one month, the Employer entirely at his discretion shall be at liberty to deduct the aforesaid performance security from running bills.

Retention money shall be deducted by the Officer-in-Charge from the interim bills of the Contractor @ 5% (Five percent) of the total value of each bill of the work done towards security deposit.

The Performance Security/Security Deposit/Retention Money amount will not earn any interest for whatsoever period detained by SAPDC.

The Performance Security & Retention money deposit shall be released after 45 days after successful completion of the entire Contract Period, including extension, if any, or payment of final bill, whichever is later.

5.0 PRICES AND TAXES & DUTIES:

5.1 The rates shall be inclusive of all cost towards providing services along with any kind of Insurances (if required by Law) inclusive of all taxes and duties including VAT/GST and SAPDC shall not bear anything extra on this account. The rates shall be firm during the entire period of contract and no escalation shall be payable.

5.2 Statutory variation in taxes and duties or levy of any new tax after deadline for submission of bid will be adjusted/reimbursed against production of documentary evidence.

6.0 CONTRACT PERIOD:

The Contract shall be valid for a period of three years from the issuance of Letter of Acceptance. The Contractor shall take over and commence the work within 15 days from the date of issue of Letter of Award. If the Contractor commits default in the commencement of work within 15 days of issue of LOA, the SAPDC shall without prejudice to any other right or remedy be at liberty to cancel the Contract and forfeit the earnest money/ Performance Security.

The Contract period may be extended upto the completion of the HM works in all respect on the same terms and conditions subject to satisfactory performance certification by EIC.

7.0 COMPENSATION:

Contractor's failure to provide the personnel as per the Conditions of Contract shall result into recovery of compensation from Contractor as per the clauses of this

document.

In case, Contractor fails to depute appropriate manpower and substitute on time, recovery shall be made from the monthly RA bill on pro-rata basis for the period of absence. Save as above, deduction @ INR 5,000/- per day shall also be made subject to maximum 5 % of Contract Price.

8.0 TERMINATION:

If the work is found to be unsatisfactory during the execution of the contract or the contractor commits default in any of the terms and conditions of the contract, SAPDC reserves the rights to terminate the contract and can get the work done by another Contractor at the risk and cost of the contractor.

In case of failure of the Contractor in fulfilling the contract, the SAPDC may at its discretion, terminate the contract either in part or full of the total services provided by giving one month advance notice to the Contractor assigning reasons thereof. On termination of the contract, it shall be the responsibility of the Contractor to remove his men and materials within two days or date specified by SAPDC. Further, informed that SAPDC shall not indemnify any loss caused to the Contractor by such terminations, whatsoever it maybe.

9.0 INSPECTION:

All works under or in course of execution or executed in pursuance of the Contractor shall at all times be open to the inspection and supervision of the EIC or his authorized representatives.

10.0 FACILITIES TO OTHER CONTRACTORS :

The Contractor shall, in accordance with the requirements of the work as decided by the EIC, afford all reasonable facilities to other Contractors engaged contemporaneously on separate contracts and for departmental labour and labour of any other properly authorized authority or statutory body which may be employed at the site for execution of any work not included in the Contract or of any contract which the Employer may enter into in connection with or ancillary to the works. In all matters of conflict of interest, the EIC shall direct what compromise should be made and his decision shall be final and binding on the parties.

11.0 CHANGES IN CONSTITUTION

In case of any change of constitution of the Contractor, the rights of SAPDC should not suffer.

12.0 EIC AND HIS DECISION:

All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the EIC, except as herein otherwise provided. All notices, instructions, information and other communications given by the Contractor to the Employer under the Contract shall be given to the EIC, except as herein otherwise provided. In respect of all matters, which are left to the decision of EIC including granting or with holding of certificates, the EIC shall, if required, give in

writing a decision thereon and his reasons for such decision. Such decision shall be final and binding on the Contractor.

13.0 VARIATION

In the event of variation of scope of work with regards to services required being reduced or increased the minimum manpower requirement on part of SAPDC may decrease or increase in the event of which, the Contractor shall provide additional manpower or remove excess manpower as the case may be. Payment under such conditions will be made on a pro-rata/actual basis.

14.0 PAYING AUTHORITY

Finance Deptt., SAPDC, Tumlingtar, Nepal shall be the paying authority.

15.0 CONTRACTOR'S RESPONSIBILITY

15.1.1 The expert Contractor shall submit the consolidated report of the work carried out during the month with RA bill. With the certificate that the work has been done as per Technical Specifications.

15.2 The Contractor shall be responsible to make arrangements for boarding & lodging of its entire staff on its own cost and expenditure. No payments/ reimbursements of any sort on this account will be made by SAPDC.

15.3 The contractor shall adhere to safety practices and avoid hazardous and unsafe working conditions and shall comply with the safety rules in force from time to time.

15.4 It shall be the Contractor's responsibility to take protective measures to protect the property and persons and prevent accidents during the contract period. It shall indemnify SAPDC against all claims of damage or injury to any person or persons or property resulting from and in the course of this contract. The Contractor shall keep the SAPDC indemnified against all the claims and liabilities.

15.5 In the event of variation of scope of work with regards to services required being reduced or increased the minimum manpower requirement on part of SAPDC may decrease or increase in the event of which, the Contractor shall provide additional manpower or remove excess manpower as the case may be. Payment under such conditions will be made on a pro-rata/actual basis.

15.6 The Contractor shall maintain good standard of services as indicated. The performance of the Contractor will be reviewed on monthly basis and in case the services are not found up to the mark the Contractor's contract will be terminated even before the expiry of contract period by giving one month's notice.

15.7 Contractor shall submit the following documents as part of its works for this assignment Daily, Monthly and Quarterly Progress Reports of all the H-M works inspected/witnessed as per the following details:

- i. Summary of all the inspections carried out and details of every activity, component-wise.

- ii. NDT Reports,
 - iii. Failure reports, if any
 - iv. Issue of NCs and closure of NCs.
 - v. Quality Certificate for the activities
 - vi. Final Report as per the format provided to them by SAPDC.
- 15.8 The Contractor will also make arrangement of vehicles for the site visits for their staff.
- 15.9 The manpower will also be deployed in the night shift at site and workshop as per requirement of the work.
- 15.10 In case of leave of any staff, Contractor will make arrangement of his replacement as per the provision of the contract.
- 15.11 During consultancy period any of the staff/Engineer will not perform well as per requirement of the contract, the same shall be replaced with experience staff/Engineer by the Contractor along with the proper documentation.
- 15.12 Contractor will make his own arrangement for office space for their staff at site and workshop and other necessary items such as office furniture, stationary, computer, files etc. and other items required for submission of the reports.
- 15.13 A Contractor agency will also ensure to provide proper communication facilities to their staff, so that communication gap shall not be felt during execution of works between SAPDC and Contractor agency staff/Engineers.
- 15.14 Safety and security of manpower is the solely responsibility of the Contractor.
- 15.15 In case of leave of any staff, Contractor will make arrangement of his replacement as per the provision of the contract.

16.0 EMPLOYER'S RESPONSIBILITY

Following documents/Data shall be provided for supervision of works while execution (Fabrication and erection etc.):-

- i. Technical specification for HM works of Arun-3 HEP.
- ii. Approved Drawings for different components.
- iii. Codes/references i.e. WPS, PQR, MQAP etc. for HM works.
- iv. Any modification/change of data during construction shall also be provided which will be essential for execution of HM works.

17.0 SAFETY:

The Contractor shall have to ensure safety of all the manpower deployed by them while working. The Contractor shall provide & make all necessary gadgets/arrangements for safety of his workmen. The Employer shall not, in any way be responsible for accident minor, major or fatal to any of his manpower or for any damage arising there from during the pendency of the contract, which shall be the sole responsibility of the Contractor. The insurance charges of the workmen shall be borne by the Contractor. Protective equipment like safety belt, safety shoes, safety helmets, gloves etc. shall be supplied by the contractor to the manpower and shall be used particularly when working in electrically charged areas. Special precaution should be taken and/or EIC should be contacted before entering the electrically charged areas. The Contractor/Agency shall be responsible for safety of all workmen employed by him from time to time and shall be responsible for payment of compensation that may arise from time to time as a legal obligation or otherwise whatsoever it may be.

18.0 INSURANCE

The Contractor shall take the Workmen Compensation insurance policy etc. (if required by the law or otherwise) as applicable for his workers engaged for the works and shall submit the proof of the policy to the EIC within 15 days of commencing the work. All costs on account of insurance liabilities covered under the Contract will be on Contractor's account and will be included in Contract Price.

19.0 SUBLETTING OF CONTRACT

The Contractor shall execute the work himself and no part of the contract shall be, without the prior consent in writing of the EIC or Employer, sublet or transfer other than for minor details, provided that any such consent shall not relieve the Contractor from any obligation, duty or responsibility under the Contract.

20.0 CONTRACTOR'S SUPERVISION

The Contractor shall appoint at his own expense minimum number of manpower as specified in scope of work with proper qualification and sufficient experience (if any specified in this document) as to supervise the day to day Works. The contractor or his authorized representatives present at the site(s) shall superintend the execution of the works with such additional assistance in each trade, as the work involved shall require and considered reasonable by the EIC. Directions/instructions given by the EIC to the Contractor's authorized representatives shall be considered to have the same force as if these had been given to the Contractor himself.

21.0 REMOVAL OF CONTRACTOR'S MEN

The Contractor shall employ on the execution of the Works only such persons as are skilled and experienced in their respective trades and the EIC shall be at liberty to object to and require the contractor to remove from the works any persons employed by the Contractor on the execution of the works who, in the opinion of the Engineer-

in-Charge, misconducts himself or is incompetent or negligent in the proper performance of his duties. The contractor shall forth-with comply with such requisition and such person shall not be again employed upon the works without permission of the EIC. Any person so removed shall be replaced immediately.

22.0 FORCE MAJEURE

- 22.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.
- 22.2 The term “Force Majeure” as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the Contract, Flood, Acts and Regulations of respective government of the two parties, namely SAPDC and the service provider.
- 22.3 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said cause by giving notice to the other party within 72 days of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, SAPDC shall have the option of cancelling this contract in whole or part at his discretion without any liability at his part.
- 22.4 Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

23.0 DEFAULT BY THE CONTRACTOR AND TERMINATION OF CONTRACT IN FULL OR IN PART:

- 23.1 If the Contractor:
- i) commits default in complying with or commits breach of any of the conditions of the Contract and does not remedy it or take effective steps to remedy it immediately after a notice in writing is given to him by the EIC; or
 - ii) fails to complete the Works or any item of Works within the time specified in the contract or any extended time under the Contract and does not complete the Work(s) or any item of Work(s) within the period specified in a notice given in writing by the EIC; or
 - iii) is engaged in corrupt or fraudulent practices in competing for or in the execution of the Contract. For the purpose of this clause.
 - a) ‘Corrupt Practice’ means offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement or execution of Contract.
 - b) ‘Fraudulent Practice’ means mis-representation of fact in order to influence the tendering process or the execution of a Contract and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open

competition.

- iv) being an individual, or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation for the purpose of amalgamation or reconstruction under any insolvency Act for the time being in force or make any conveyance or assignment of his effective or composition or arrangement for the benefit of his creditors or purport as to do, or if any application be made under any insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
- v) being a company shall pass a resolution or the Court shall make an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
- vi) shall suffer an execution in an execution being levied on his goods; or
- vii) assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not being incorporated in the work shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge.

SAPDC shall have powers to terminate the Contract in full or in part as aforesaid without prejudice to any other right or remedy which shall have accrued or shall accrue of which cancellation notice in writing to the Contractor.

23.2 If the expenses incurred or to be incurred by the Employer for carrying out and completing the incomplete work or part of the same, as certified by the EIC, are in excess of the value of the work credited/to be credited to the Contractor, the difference shall be paid by the Contractor to the Employer. If the Contractor fails to pay such an amount, as aforesaid, within thirty days of receipt of notice in writing from the Engineer-in-Charge, the EIC shall recover such amount from any sums due to the Contractor on any account under this or any other contract or from his Security Deposit or otherwise.

23.3 All decisions/actions of the EIC under this clause, as aforesaid, shall be conclusive and binding on the Contractor.

24.0 FORE-CLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK:

24.1 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 EIC 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.

24.2 The Contractor shall, if required by the EIC, 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.

25.0 TERMINATION OF CONTRACT ON DEATH:

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies, or if the Contractor is a partnership concern and one of the partners dies, then, unless the Engineer-in- Charge is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners are capable of carrying out and completing the contract, the EIC shall be entitled to terminate the Contract as to its uncompleted part without the Employer being in any way liable to payment of any compensation whatsoever on any account to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of termination of the Contract. The decision of the Engineer-in- Charge that the legal representatives of the deceased Contractor or the surviving partners of the Contractor's firm cannot carry out and complete the Works under the Contract shall be final and binding on the parties. In the event of such termination, the Employer shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractors firm liable for damages for not completing the Contract. Provided that the power of the EIC of such termination of contract shall be without prejudice to any other right or remedy, this shall have accrued or shall accrue to him under the Contract.

26.0 COMPLETION CERTIFICATE:

- 26.1 The work shall be completed to the entire satisfaction of the EIC and in accordance with the time mentioned in this document. As soon as the Works under the Contract is completed as a whole, the Contractor shall give notice of such completion to the EIC. The EIC, within two week of receipt of such notice, shall inspect the work and shall satisfy himself that the Work(s) has been completed in accordance with the provisions of the Contract and then issue to the Contractor a certificate of completion indicating the date of completion.
- 26.2 No certificate of completion shall be issued as stipulated under **Clause 26.1** above nor Work be considered to be completed unless the Contractor shall have removed from the work site and/or premises all his belongings/temporary arrangements brought/made by him for the purpose of execution of the work and clean the site and/or premises in all respects and made the whole of the site and or premises fit for immediate occupation/use to the satisfaction of the EIC. If the Contractor fails to comply with the above mentioned requirements on or before the date of completion of the Work, the Engineer-in-Charge, may, as he thinks fit and at the risk and cost of the Contractor, fulfill such requirements and remove/dispose off the Contractor's belongings/temporary arrangements, as aforesaid, and the Contractor shall have no claim in this respect except for any sum realized by the sale of Contractor's belongings/temporary arrangements less the cost of fulfilling the said requirements and any other amount that may be due from the Contractor. Should the expenditure on the aforesaid account exceed the amount realized by sale of such Contractor's belongings/temporary arrangements than the Contractor shall on demand, pay the amount of such excess expenditure.

27.0 Terms of Payment

- 27.1 The payment of bills shall be made on actual basis for the services performed as specified in Schedule of Quantities & Prices/BOQ/ Scope of Work.
- 27.2 The Contractor shall submit the consolidated report of the work carried out during the month with RA bill with the certificate that the work has been done as per Technical Specifications.
- 27.3 The proportionate recovery from the BOQ item rates shall be made for the period i.e. month/day/part of day for which service has not been provided in terms of BOQ/ scope of works/Contract Agreement.
- 27.4 The payment will be released to the contractor within 30 days of submission of bill after effecting statutory deductions through NEFT/ RTGS on certification of bills by Officer-in-Charge or his authorized representative including verification of attendance record and consolidated report of work done etc.
- 27.5 VAT, GST, TDS, Income Tax and other taxes will be paid/ deposited/ deducted as per provisions of applicable laws.
- 27.6 Payment on account for amount admissible shall be made on the EIC certifying the sum to which the contractor is considered entitled by way of interim payment for the work executed, after deducting there from the amounts already paid if any, the security deposit and such other amounts as may be withheld/deductible or recoverable in terms of the Contract.
- 27.7 In case of disputed items for which payment has been withheld, the EIC will intimate to the Contractor in writing the details of such disputed items. The Contractor shall submit in writing the clarifications / modifications in regard to these disputed items to the EIC. After receipt of such clarifications / modifications and acceptance thereof by the EIC payment on receipt of such disputed items shall be released within 30 days thereafter.

28.0 PAYMENT OF FINAL BILL:

The final bill shall be submitted by the Contractor within one month of the date fixed for completion of the Work or of the date the Certificate of Completion furnished by the EIC whichever is later. No further claim in this regard unless as specified herein under shall be entertained. Payment shall be made within 3 months, of the submission of Final bill. If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of three months. The Contractor shall submit a list of the disputed items within thirty days from the disallowance thereof and if he fails to do so, his claim shall be deemed to have been fully waived and absolutely extinguished. Provided further the Employer shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract or execution of the Works, unless the Contractor shall have included a claim in respect thereof in his Final Bill.

29.0 OVER PAYMENT AND UNDER PAYMENT:

- 29.1 Whenever any claim whatsoever for the payment of a sum of money to the Employer arises out of or under this Contract against the Contractor, the same may be deducted by the Employer from any sum then due or which at any time thereafter

may become due to the Contractor under this Contract and failing that under any other contract with the Employer or from any other sum whatsoever due to the contractor from the Employer or from his security deposit, or he shall pay the claim on demand.

- 29.2 The Employer reserve the right to carry out post- payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The Employer further reserves the right to enforce recovery of any overpayment when detected, notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under **Clause 31** of this Contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.
- 29.3 If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the Contract, it shall be recovered by the Employer from the Contractor by any or all of the methods prescribed above, and if any under-payment is discovered, the amount shall be duly paid to the Contractor by the Employer.
- 29.4 Provided that the aforesaid right of the Employer to adjust overpayments against amounts due to the Contractor under any other contract with the Employer shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the Contractor.
- 29.5 Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the Contract may be withheld or retained by way of lien by the EIC or Employer against any claim of the Employer or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with the EIC or Employer or with such other person or persons. The sum of money so withheld or retained under this clause by the EIC or Employer will be kept withheld or retained as such by the Engineer-in- Charge or Employer or till his claim arising out of in the same Contract or any other contract is either mutually settled or determined by the arbitrator under **Clause 31** hereof, or by the competent court.

30.0 SETTLEMENT OF DISPUTE:

- 30.1 A notice of the existence of any dispute or difference in connection with this Contract, shall be served by either party within 30 days from the date of existence of such dispute or difference or after the attempt by the parties to the Contract for amicable settlement as per **clause 30.2** has failed, whichever is later, failing which all rights and claims under this Contract shall be deemed to have been forfeited and absolutely barred.
- 30.2 No dispute or difference arising between the parties relating to or in connection with the Contract shall be referred to arbitration unless an attempt has first been made to settle the same amicably.

31.0 ARBITRATION:

In case of any dispute arising in out of above conditions, the matter will be initially referred to the sole arbitration nominated by CEO, SAPDC Limited. However, if

dispute still remains unresolved then the dispute will be resolved as per applicable dispute resolving mechanism under Nepal's Arbitration Act. 2055. For un-resolved disputes, the Courts of Chainpur, Sankhuwasabha shall have the jurisdiction to adjudicate upon the matter.

32.0 LAW GOVERNING CONTRACT

Unless otherwise hereinafter provided, this Contract shall be construed, interpreted and governed by laws of Nepal. The laws applicable to the Contract shall be the laws in force in Nepal. **Courts of Chainpur (Nepal) shall have exclusive Jurisdiction for adjudication upon the dispute arising out of the contract between the parties.**

33.0 CONTRACT MATTERS TO BE TREATED AS CONFIDENTIAL:

All documents, correspondence, decisions and orders concerning the Contract shall be considered as confidential and/or restricted in nature by the Contractor and he shall not divulge or allow access to them by any unauthorised person.

SECTION V

CONTRACT FORMS

- 1. FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT AND INSTRUCTIONS TO BE FOLLOWED FOR EXECUTION OF ALL KIND OF BANK GUARANTEES**
- 2. FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT**
- 3. PERFORMA FOR AGREEMENT**

1. FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(Refer clause 14.0 of ITB)

WHEREAS _____ (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated _____ (date) for "Engagement of expert agency to Inspect, test and certify the quality for HM works of Arun-3 HEP Distt. Sankhuwasabha, Nepal".

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 ITB.**
 - d. adopts corrupt or fraudulent practices

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

This Guarantee will remain in force up to and including the date 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)

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.

2. FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT

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 "Engagement of expert agency to Inspect, test and certify the quality for HM works of Arun-3 HEP Distt. Sankhuwasabha, Nepal".

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 defect liability 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:.....]

3. 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) Agreement;
 - b) Letter of acceptance issued by Employer;
 - c) Corrigendum/Addendum if any;
 - d) Special Conditions of Contract;
 - e) General Conditions of Contract;

- f) Detailed Scope of Work;
- g) Priced Schedule of Quantities & Prices/Bill of Quantities;
- h) Contractor's Bid other than BOQ;
- i) Instructions to Bidders; and
- 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: _____

Name: _____

(Authorized Signatory)

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.*

SECTION –VI

SPECIAL CONDITIONS OF THE CONTRACT (SCC)

SPECIAL CONDITIONS OF THE CONTRACT (SCC)

1. Contractor shall deploy manpower as per BOQ. Proof of academic qualification and experience certificate of its JE's/Engineers shall be submitted to EIC within 30 days after award of work.
2. If any of the staff of the Contractor sent on tour for performing/witnessing tests and other activities as per direction of EIC, actual fare of second class by train and economy class by air will be paid on production of proof of journey and Rs. 2000/- per day for accommodation on the basis of proof. No DA will be given as he will consider on duty.
3. Weekly rest will be given as per the direction of EIC of the work on rotational basis.

SECTION –VII

SCHEDULE OF QUANTITIES AND PRICES

SCHEDULE –A (Bill of Quantity)

Name of Work: Engagement of Agency to Inspect, test and certify the quality for HM works of Arun-3 HEP Distt. Sankhuwasabha, Nepal (PCD-167).

S. No.	Description	Location for deployment of manpower	No. of unit per month	Period in Months	Rates may be filled in INR/ NPR or combination of both				Amount in INR (Figure)	Amount in NPR (Figure)
					Unit Rate per month in INR inclusive of taxes		Unit Rate per month Rate in NPR inclusive of taxes			
					Figure	Word	Figure	Word		
1	Providing Gate Fabrication Engineer/Mechanical Engineer (B tech/Diploma in Mechanical Engineer with 4/6 years Experience in relevant field)	Kota, Rajasthan	1	36						
2	Providing Welding Inspector (B tech/Diploma in Mechanical Engineer with 4/6 years Experience in relevant field and ANST Level II)	Kota, Rajasthan	1	36						
3	Providing NDT Expert both in (UT & RT) Engineer (B tech/Diploma in Mechanical Engineer with 6/8 years Experience in	Nepal	1	36						

	relevant field and ANST Level II).									
4	Providing Welding Inspector (B tech/Diploma in Mechanical Engineer with 4/6 years Experience in relevant field and ANST Level II)	Nepal	1	36						
5	Providing Mechanical Engineer (B tech/Diploma in Mechanical Engineer with 4/6 years Experience in relevant field)	Nepal	1	36						
6	Providing Mechanical Engineer (B tech/Diploma in Mechanical Engineer with 4/6 years Experience in relevant field)	Nepal	1	36						
Discount if any										
Grand Total										

Date:	For and on behalf of the bidder
Place:	Signature of authorized representative of the Bidder, along with his name, Seal of Company)

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

~~INTEGRITY PACT~~

Between

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

And

M/s _____, a company/ firm/ individual (status of the company) constituted in accordance with the relevant law in the matter _____ and having its registered office at _____

_____ represented by Shri/Smt. _____, hereinafter referred to as "The Bidder/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the **Second Part**.

WHEREAS the Employer proposes to procure under laid down organizational procedures, contract for ".....Engagement of Expert agency to Inspect, test and certify the quality for HM works of Arun-3 HEP Dist. Sankhuwasabha, Nepal....."

....."and the Bidder/Contractor is willing to offer against NIT No. SAPDC/CE(P&C)/PCD-167/2020-317 dated 08.03.2020

NOW, THEREFORE,

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

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

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

1.0 Commitments of the Employer

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

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

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

- 3.1 The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other



contract with Employer for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with Employer.

- 3.3 The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign principals or associates.
- 3.4 The Bidder(s)/Contractor(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract
- 3.5 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.6 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.7 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8 The Bidder/Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in electronic data carrier. The Bidder/Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.10 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the Employer, or alternatively, if any relative of an officer of the Employer has financial interest/stake in the Bidder(s)/Contractor(s) firm (excluding Public Ltd. Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act, 2013 (India).
- 3.12 The Bidder(s)/Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Employer.
- 3.13. The Bidder/supplier shall follow all rules and regulations of India and/or Nepal.



4.0 Previous Transgression

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

5.0 Earnest Money (Security Deposit)

The provision regarding Earnest Money/Security Deposit as detailed in the Notice Invitation Tender (NIT)/Instruction to Bidders (ITB) of the tender document is to be referred.

6.0 Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the Bidder/Contractor or any one employed by it or acting on its behalf shall entitle the Employer to take action as per the procedure mentioned in the “**Guidelines on Banning of Business Dealings**” attached as **Annex-A** and initiate all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder/Contractor. However, the proceedings with the other Bidder(s)/Contractor(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the Employer and the Employer shall not be required to assign any reason thereof.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/Contractor shall be liable to pay compensation for any loss or damage to the Employer resulting from such cancellation/rescission and the Employer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Contractor.
 - (iv) To encash the Bank guarantee, in order to recover the dues if any by the Employer, along with interest as per the provision of contract.
 - (v) To debar the Bidder/Contractor from participating in future bidding processes of Employer, as per provisions of “Guidelines on Banning of Business Dealings” (**Annex-A**), which may be further extended at the discretion of the Employer.
 - (vi) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.



- (vii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Employer with the Bidder/ Contractor, the same shall not be opened/operated.
- (viii) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Employer will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (viii) of this Pact also on the Commission by the Bidder/Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Contractor), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption in Employer's country.

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

7.0 Independent External Monitor(s)

7.1 The Employer has appointed Independent External Monitor(s) (hereinafter referred to as Monitors) for this Pact.

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform CMD/CEO/MD of Employer and request Employer to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

7.6 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Employer including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor(s) with confidentiality.



7.7 The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings as and when required.

7.8 The Monitor will submit a written report to the CMD/CEO/MD of Employer within 10 days from the date of reference or intimation to him by the Employer/Bidder and should the occasion arise, submit proposals for correcting problematic situations.

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

8.0 Facilitation of Investigation

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

9.0 Law and Place of Jurisdiction

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

10.0 Other Legal Actions

10.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10.2 Changes and supplements as well as termination notice need to be made in writing.

10.3 If the Contractor is a partnership or a consortium or a joint venture, this pact must be signed by all partners of the consortium/joint venture.


11.0 Validity

11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Employer and the Bidder/Contractor/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract or six months from the date of opening of price bids, whichever is earlier.

11.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.



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

Employer 


Name of the Officer: **Vivek Sharma**

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

Place-----

Date-----

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

(Name and address) 

2. ANUPAM SHARMA

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

Bidder

(Authorised Person)

(Name of the Person)

Designation

Place-----

Date-----

Witness1. _____

(Name and address)

2. _____

(Name and address)

GUIDELINES ON BANNING OF BUSINESS DEALINGS

1.0 Introduction

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

2.0 Scope

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

3.0 Definitions

In these Guidelines, unless the context otherwise requires:

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



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

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

4.0 Initiation of Banning / Suspension

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

5.0 Suspension of Business Dealings.

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



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

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

7.0 Banning of Business Dealings

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

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

- 8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.



8.2 The effect of such an order would be that the Agency would not be qualified for competing in Open Tender Enquiries or Limited Tender Enquiries till the period mentioned in the order.

8.3 Past performance of the Agency may be taken into account while processing approval of the Competent Authority for award of the contract.

9.0 Show-cause Notice

9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency, Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.

9.2 If the Agency requests for inspection of any relevant document in possession of Employer, necessary facility for inspection of documents may be provided.

9.3 The Competent Authority may consider and pass an appropriate speaking order:

- a) For exonerating the Agency if the charges are not established;
- b) For removing the Agency from the list of approved Suppliers / Contactors, etc.
- c) For banning the business dealing with the Agency.

9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned.

10.0 Appeal against the Decision of the Competent Authority

10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing etc. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

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

- i) The concerned unit shall forward the name and details of the Agency(ies) banned to IT&C Division of SJVN's Corporate Office for displaying the same on SJVN website.
- ii) Corporate Contracts Department, SJVN shall also forward the name and details of the Agency(ies) banned to the Ministry of Power, GoI besides forwarding the name and details to the contracts/procurement group of all CPSUs of power sector.



FORM OF DECLARATION OF ELIGIBILITY

UNDERTAKING

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

(Seal & signature of the Contractor)