

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

(A Subsidiary of SJVN Ltd. Registered in Nepal)



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

**TENDER No.: PCD-245/2023**

**ANNUAL CIVIL MAINTENANCE, GREEN BELT AND  
LANDSCAPING PLAN DEVELOPMENT OF PACKAGE-C-2 OF  
ARUN-3 HEP AT DIDING/POWER HOUSE SITE AT PUKHUWA,  
DISTT. SANKHUWASABHA, NEPAL.**

**Tumlingtar**

**October, 2023**

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एसजेवीएन अरुण-3 पाँवर डवलपमेंट कंपनी प्रा. लि.  
**SJVN Arun-3 Power Development Company Pvt. Ltd.**

(एसजेवीएन की पूर्ण स्वामित्व वाली अधीनस्थ कंपनी)

(A wholly owned subsidiary of SJVN)

900 मेगावाट अरुण-3 जलविद्युत परियोजना

**900 MW Arun-3 Hydro Power Project**

Regd. No.: 111808/69/070



Ref. No.: SAPDC/P&C/ARUN-3 HEP/PCD-245/2023-814

Dated: 04.10.2023

**NOTICE INVITING TENDER (NIT)**

1. SJVN Arun-3 Power Development Company (P) Ltd. (SAPDC) (A Subsidiary of SJVN, a joint venture of GoI & Govt. of H.P.) having Registered office at Arun Sadan, SAPDC Complex, Ward No. 9, Tumlingtar, Khandbari Municipality, Sankhuwasabha, Nepal, invites sealed bids in single stage two envelope bid system on combination of percentage & item rate basis from the eligible Bidders from Nepal for the following work:

1.	<b>Name of Work:</b>	Annual Civil Maintenance, Green Belt and Landscaping Plan Development of Package-C-2 of Arun-3 HEP at Diding/Power house site at Pukhuwa, Distt. Sankhuwasabha, Nepal.
1.1	<b>Tender No.</b>	PCD-245/2023
1.2	<b>Time Allowed for Completion of whole of the works/Contract Period</b>	Total time for completion of work/contract period is Two (02) Year to be reckoned from the 15th day from the date of issuance of Letter of Acceptance.
1.3	<b>Estimated Cost</b>	<b>Refer: SECTION-VII (SCHEDULE OF QUANTITIES AND PRICES(BOQ))</b>
1.4	<b>Cost of Bidding Document (Non- refundable)</b>	NPR 3,000/- in the form of Bank draft (in original)/Manager's cheque (in original) in the name of <b>SAPDC-NPR CONSTRUCTION ACCOUNT</b> payable at Khandbari, Nepal
1.5	<i>Deleted without change in Sr. No.</i>	<i>Deleted without change in Sr. No.</i>
1.6	<b>Earnest Money Deposit</b>	<b>NPR 2,96,000/-</b> (to be submitted as per clause no. 14, Section-II, ITB).
1.7	<b>Last date &amp; time for submission of Bid(s).</b>	19.10.2023 upto 1500 Hours.
1.8	<b>Time and Date for opening of part-1 (Techno-commercial bid).</b>	20.10.2023 at 1600 Hours.
1.9	<b>Time and date of opening Financial Bid(s).</b>	Shall be intimated later on websites only.
1.10	<b>Bid validity period</b>	180 days from the last date of submission of bids.

1.11	Place of submission/opening bids	Chief Engineer (P&C) Arun-3HPP, SAPDC
1.12	Authority/Officer inviting Tender	Satluj Bhawan, Arun Sadan, Tumlingtar Distt. Sankhuwasabha, Nepal Ph. +977-29-575154, E-mail Address: <a href="mailto:pnc.sapdc@gmail.com">pnc.sapdc@gmail.com</a> / <a href="mailto:pnc.sapdc@sjvn.nic.in">pnc.sapdc@sjvn.nic.in</a>

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> & <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 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, 2022 should be at least i.e. **NPR 44,29,425.60/-**

In support of above, 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) Experience of execution of minimum one Similar Works during last Seven years ending last day of month previous to the one in which bids are invited as Contractor/ sub-contractor/ JV Member, at least amount either of following: -

One Similar Work costing not less than **NPR 1,18,11,801.60/- (Including VAT)**

**Or**

Two Similar Works each of costing not less than **NPR 73,82,376.00/- (Including VAT)**

**Or**

Three Similar Work each of costing not less than **NPR 59,05,900.80/- (Including VAT)**

Similar works means **“Deployment/Providing of manpower for catering/ housekeeping/secretarial/ maintenance work (civil/electrical/mechanical etc.)/ Security etc. services in the Office/Colony/Shopping Mall/Commercial Complex/Hotels/ Restaurants etc.”**

In support of above experience condition, the bidder shall submit copies of award letter/contract agreement along with successful completion/execution 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 experience as detailed above. In case work has been executed as JV, value of the work executed shall be considered in proportionate to percentage participation in JV.

**On-going works/continued works beyond original contract period /extensions (if any), as on stipulated date i.e. 28 days prior to last date for submission of Bid may also be**

**considered for evaluation.** However, the value of the work to be considered will be the cost arrived for the period completed upto the stipulated date i.e. 28 days prior to last date for submission of Bid, provided the duration of completed work is more than one year. In that case, proof for the completed work in the form of interim completion certificate upto stipulated period i.e. 28 days prior to last date for submission of Bid shall be submitted by the bidder.

**Bidders intending to participate in Joint Ventures are not allowed to participate in the tender.**

**4. Each bidder must Submit:**

- i. Copy of VAT/PAN and Registration Certificate for Deployment/Supply/Providing of Manpower;
- 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> & <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> & <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**

**Sd/-**

**Chief Engineer (P&C)**

**Arun-3 HEP, SAPDC**

**Satluj Bhawan, Arun Sadan,**

**Tumlingtar, Distt. Sankhuwasabha, Nepal**

**Ph. +977-29-575154**

**E-mail Address: [pnc.sapdc@gmail.com](mailto:pnc.sapdc@gmail.com) /**

**[pnc.sapdc@sjvn.nic.in](mailto:pnc.sapdc@sjvn.nic.in)**

**SECTION-I-A**

**DETAILED SCOPE OF WORK**

## Detailed Scope of Work

### 1.0 The detailed scope of work shall include but not be limited to the following:

- A.** The contractor will provide minimum manpower as mentioned in Table-A (Part-1) for all Civil works related to civil Maintenance of infra works, Plumbing works, Pumping operation, Drainage and Sanitary works internal and external, Cleaning of Water tanks, Floors and any additional work as per direction of Engineer/Officer-In-Charge(EIC/OIC).
- B.** The contractor will provide minimum manpower as mentioned in Table-A (Part-2) for development of green belt and landscaping Plan in project area and any other place as per direction of Engineer/Officer-In- Charge (EIC/OIC).

<b>Table-A</b>				
<b>Part -1: Civil Maintenance Work of Package C-2 Infra structure</b>				
SI No	Category of worker	Nos	Description	Location
1	Skilled	2	Plumber	Power House site*, Surge Shaft (1), Adit 2-3 site (1)
		1	Mason	Power House site & Surge Shaft colony
		1	Carpenter	
2	Un Skilled	2	Helpers	Power House site*, Surge Shaft (1) and Adit 2-3 site (1)
		4	Helpers	Power House site (2) and Surge Shaft (2)
<b>Part -2: Green belt and landscaping Plan development</b>				
1	Skilled	2	Gardener	Power House site and Surge Shaft colony
2	Un Skilled	4	Helpers	Power House (2) and Surge Shaft (2)

**Note:**

- a. *The minimum manpower shall be provided covering the requested notional manpower as indicated above to carry-out the described services.*
- b. *SAPDC will be at liberty to assess the suitability of manpower for the above services from amongst the panel of persons provided by the service provider.*
- c. *SAPDC shall reserve the right to direct/ensure removal of any person based on misconducts or any submissive behavior on account of neglect of work etc. as decided by Officer-in-Charg(OIC)/Engineer-In-Charge(EIC).*
- d. *The service provider will ensure payment of minimum wages as notified by the related Govt. from time to time to the manpower deployed according to its category(un-skilled, Semi-skilled, Skilled).*
- e. *Preference shall be given by the contractor to the presently deployed manpower in SAPDC through outsourcing.*



- 1.1 The contractor will be provide Job Card to each person which will be submitted back to issuing authority after completion of job.The contractor shall at his own expense, arrange for the safety provisions as required by any laws in force, in respect of the manpower employed directly or indirectly for performance of the works.
- 1.2 Schedule of work:- Working hours for deployed resources shall be 8 hours( 9:30 am to 5:30 pm) on all working days of a week. Working days shall be 6 days in a week (i.e One day's weekly rest).  
In addition to One day's weekly rest, Holidays as applicable in SAPDC shall also be granted. One day's weekly rest for the manpower shall be fixed by the E.I.C. as per requirement/as per the rules applicable in SAPDC.
- 1.3 The deployment of Manpower shall purely be as per work requirement and Manpower can be deployed anywhere in project area/ site.
- 1.4 Manpower deployed for work should be of age in between 18 to 58 years and physically fit to execute the assigned work.
- 1.5 The Contractor will provide dress to manpower engaged in work within 15 days from the date of commencement of work and ensure to wear dress during duty period. The color of the dress shall be approved from the OIC/EIC within one weeks of issuance of LOA.
- 1.6 The contractor shall assure and submit the proof of payment of SSF contribution and any other social security/allowance of employees as per Norms of Gov. of Nepal.

**2.0 LIST OF MATERIALS REQUIRED FOR WORK TO BE SUPPLIED BY THE CONTRACTOR.**

<b>Table-B</b>		
Sr. No.	Descriptions Of Tools and Tackles	Quantity
1.	Pick Axes	2
2.	Shovel	2
3.	Jumper	2
4.	Hammer Big	2
5.	Drat/Khukhari	3
6.	Kassai	3
7.	Wire Brush	4
8.	Wheel Barrow	2
9.	Standard Carpenter Kit of reputed make	1
10.	Standard Plumbing Kit of reputed make	1

**Note:** - The quantity of items as above (under Table-B) may increase/decrease by  $\pm 50\%$  during the execution of the contract & the awarded rate shall hold for both negative and positive deviation and payment shall be made as per actual.

- 3.0 The Service Providing (hereinafter referred to as Agency/Contractor) will be responsible for proper maintenance and care of all fixtures, electrical, electronic etc. items, lying in SAPDC premises. The cost of damaged materials due to

negligence/mishandling will be deducted from the monthly payments / any others sum / deposit due to the Agency.

- 4.0** The Agency/Contractor shall ensure that staff deployed are trained in various mentioned services, bear good conduct and are physically fit and healthy for the work. They should not be under the influence of any illegal drugs or liquor during duty and should have full knowledge and experience to competently complete the job assigned to them.
- 5.0** The Agency/Contractor shall obtain necessary license, permit, consent, sanction, etc., as may be required or called for from / by local or any other authority for doing such work. The Contractor shall comply at its own cost with all applicable laws, rules and regulations in force from time to time as applicable to him or to this contract without any liability and responsibility to SAPDC, whatsoever it may be.
- 6.0** The Agency/Contractor shall adhere and be responsible for payment of wages, salaries, bonus, social charges, insurance, food, accommodation, transport, medical and canteen facilities and other statutory privileges and facilities as applicable to its personnel as per relevant & applicable law/ rules/ regulations and orders of the Government/State Government / local authorities or other authorities as are in force from time to time. Cost on above shall be considered inclusive in the rates by the Agency.
- 7.0** The variation (if any) on account of variation in minimum wages shall be reimbursed to the actual quantum of manpower deployed from the date of applicability of revisions thereof.
- 8.0** The Agency/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.
- 9.0** Uniform allowance will be paid to contractor on the monthly basis @ NPR 800 per person & the contractor is responsible for maintaining the staff/deployed manpower in the uniform (uniform colour should be as per direction of OIC/EIC) during the course of duty. On deliberate non-compliance by the agency, SAPDC shall deduct the reimbursement of uniform allowance from the salary bill in full and provide the same at the risk and cost of the agency.
- 10.0** All personnel engaged under this contract by the Agency shall be employees of Agency. SAPDC shall not have any liability/ responsibility to absorb the persons engaged by the Agency and/or to extend any type of recommendation etc. for obtaining any job in SAPDC or elsewhere. The Agency shall clearly inform the labour that working in SAPDC premises will not entitle them for any job in SAPDC in future.
- 11.0** It shall be the Agency'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 Agency shall keep the SAPDC indemnified against all the claims and liabilities.
- 12.0** 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.
- 13.0** The agency shall not deploy or shall discontinue deploying the person(s), if so desired by SAPDC at any time without assigning any reason whatsoever. The Agency shall ensure that any replacement of the personnel, as required by SAPDC for any reason specified or otherwise, shall be effected promptly without any additional cost to the SAPDC. The personnel being deployed shall ordinarily be continued and would not be changed without consultation and approval of OIC/EIC.
- 14.0** 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 Agency 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.

- 15.0** The Agency/Contractor shall at his own expense comply with or cause to be complied with the Provisions/Rules provided for welfare and health of Contract Labour in the Contract Labour (Regulation & Abolition) Act, and other relevant Acts and Rules framed there under or any other instructions issued by the Employer in this regard for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case, the Contractor fails to make arrangements as aforesaid, the OIC shall be entitled to do so and recover the cost thereof from the Contractor.
- 16.0** The Agency/Contractor is liable to make the payment to the labour/manpower payment on or before 7th day of every month, preceding the month in which the labour deployed for the execution of the work.
- 17.0** The Agency/Contractor shall indemnify and keep indemnified the Employer against all losses and claims for death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the execution of works during the Period for Completion for whole of the works and also against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, and such liabilities shall include claims/compensations of the third party.
- 18.0** The Agency/Contractor shall ensure/responsible for Works complying requirement of Workmen Compensation Act applicable in Nepal & the minimum cover for personal injury or death insurance, medical insurance shall, however, be not less than as per requirements of the Labour Act of Nepal.
- 19.0** The Agency/Contractor shall comply with all the rules/regulations etc. As per the labour laws in force in Nepal. Further in case of any violation the agency shall be solely and completely liable in law or otherwise. In case, as per the law, SAPDC has to pay any compensation/penalty on account of such violation then the agency shall reimburse such amount to SAPDC forthwith to the extent it is in excess of all money payable to the agency by SAPDC.
- 20.0** The Agency/Contractor shall not assign or sub-contract any of the services under the contract. In case of violation/contravention of any of the terms and conditions mentioned herein, SAPDC reserves the right to terminate the agreement forthwith without giving any notice to the Agency and without prejudice to its right to recover damages and other charges/cost to SAPDC from amount payable to it or otherwise.
- 21.0** All personnel engaged under this contract by the Agency shall be employees of Agency. SAPDC shall not have any liability/ responsibility to absorb the persons engaged by the Agency and/or to extend any type of recommendation etc. for obtaining any job in SAPDC or elsewhere.

**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 Nepalese bidders only.

#### **2. Eligible Bidders**

This Invitation for Bid is open to all eligible 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 undertakings;
- e) Qualification requirements details **Form A - Average Annual Turnover;**
- f) Qualification requirements details **Form B –Work Experience;**
- g) Proof of VAT/PAN Registration/ Company Registration (in case of firm/company bidder shall submit the certificate of incorporation along with Article of Association (AOA) & Memorandum of Association (MOA).;
- h) **Proof of Registration Certificate for Deployment/Supply/Providing of Manpower;**
- i) Power of Attorney in favour of Authorized Signatory;
- j) Bank Account Detail;
- 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, 2022 should be at least i.e. **NPR 44,29,425.60/-**.

In support of above, 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) Experience of execution of minimum one Similar Works during last **Seven (07)** years ending last day of month previous to the one in which bids are invited as Contractor/ sub-contractor/ JV Member, at least amount either of following:-

One Similar Work costing not less than **NPR 1,18,11,801.60/- (Including VAT)**

**Or**

Two Similar Works each of costing not less than **NPR 73,82,376.00/- (Including VAT)**

**Or**

Three Similar Work each of costing not less than **NPR 59,05,900.80/- (Including VAT)**

Similar works means **“Deployment/Providing of manpower for catering/ housekeeping/secretarial/ maintenance work (civil/electrical/mechanical etc.)/ Security etc. services in the Office/Colony/Shopping Mall/Commercial Complex/Hotels/ Restaurants etc.”**

In support of above experience condition, the bidder shall submit copies of award letter/contract agreement along with successful completion/execution 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 experience as detailed above. In case work has been executed as JV, value of the work executed shall be considered in proportionate to percentage participation in JV.

**On-going works/continued works beyond original contract period /extensions (if any), as on stipulated date i.e. 28 days prior to last date for submission of Bid may also be considered for evaluation.** However, the value of the work to be considered will be the cost arrived for the period completed upto the stipulated date i.e. 28 days prior to last date for submission of Bid, provided the duration of completed work is more than one year. In that case, proof for the completed work in the form of interim completion certificate upto stipulated period i.e. 28 days prior to last date for submission of Bid shall be submitted by the bidder.

**Bidders intending to participate in Joint Ventures are not allowed to participate in the tender.**

**3.3 Each bidder must Submit:**

- i. Copy of VAT/PAN and Registration Certificate for Deployment/Supply/Providing of Manpower;**
- 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.

#### **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, Bank Account Detail 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.

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> & <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> & <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(In Original) & cost of bid document (In Original), Qualification Particulars along with Techno-commercial bid, and
  - b) Envelope-2: Price Bid: Schedule of Quantities and Prices/Bill Of Quantities (BOQ) at Annexure-A(Part-A(Manpower) & Part-B(Material)).
- 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 '**Administrative Cost and Contractor's Profit**' in percentage (%) (Up-to four (04) decimals only, which shall be considered for evaluation) **against Part-A (Manpower) of the Schedule of Quantities and Prices/Bill of Quantities (BOQ) at Annexure-A** provided under Section VII of the Bidding documents. Rates/amount for Basic Pay, Dearness allowance (DA) (fixed), Festive/Dashain allowance, Social Security Fund (SSF), Uniform allowance (fixed), Project allowance, Remote area/Hard area allowance (fixed) etc. have been mentioned in the Schedule of Quantities and Prices /Bill of Quantities (BOQ).

The Agency/bidders/Contractor shall adhere and be responsible for payment of wages, salaries, bonus (if payable), social insurance, food, accommodation, transport, medical and



canteen facilities, Medical Insurance (if applicable), other statutory privileges and facilities as per GoN Nepal, ensuring compliances to various labour and all industrial laws/acts for respective manpower, contingency, service charge, all statutory taxes etc. be considered inclusive in the 'Administrative Cost and Contractor's Profit' percentage quoted by the bidder against **Part-A(Manpower) of the Schedule of Quantities and Prices/Bill of Quantities (BOQ) at Annexure-A.**

**VAT on above, shall be paid extra by SAPDC as per actual on production of documentary evidence.**

11.3 The rate/'Administrative Cost and Contractor's Profit' percentage shall be quoted in decimal against Part-A(Manpower) of BOQ (Up-to four(04) decimal only, which shall be considered for evaluation) in such a manner that no interpolation is possible. The percentage shall be written both in words and figures. In case of ambiguities between the percentage quoted in figures and in words, the percentage quoted in words shall prevail and the amount shall be corrected accordingly. The SAPDC reserves the right to adjust arithmetical or other errors in any tender/quotation in the way which it considers suitable. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting. Corrections by applying correcting fluid shall not be permitted.

11.4 Deleted without change in Sr. No.

11.5 **In case bidder quotes negative rate/percentage against Part-A(Manpower) of BOQ, the bid will be treated as non-responsive and such bid will not be evaluated.**

11.6 As regards the Income Tax, Surcharge on income tax, any other Taxes as applicable in Nepal, SAPDC shall not bear any Tax liability (**Excluding VAT**) 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.

**VAT shall be paid extra by SAPDC as per actual on production of documentary evidence.**

11.7 Further, the bidder shall offer unit rates and prices for all items against **Part-B(Material) of BOQ.** The quoted rates shall be **exclusive of all taxes & duties and VAT.**

**VAT on above, shall be paid extra by SAPDC as per actual on production of documentary evidence.**

The rate shall be written both in words and figures. In case of ambiguities between the rate quoted in figures and in words, the rate quoted in words shall prevail and the amount shall be corrected accordingly. The SAPDC reserves the right to adjust arithmetical or other errors in any tender/quotation in the way which it considers suitable. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting. Corrections by applying correcting fluid shall not be permitted.

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 ( $\pm 50\%$ ) prescribed under the contract for items against **Part-B(Material) of BOQ** will be worked out in accordance with the provisions contained in the contract.

## **12.0 Currencies of Bid and Payment**

The unit rates and prices shall be entirely in Nepal Rupees (NPR).

## **13.0 Bid Validity Period**

13.1 Bids shall remain valid for acceptance for a period of 180 days (one hundred eighty days) from the 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 Earnest Money shall be submitted in the shape of Bank Draft (in original)/Manager Cheque (in original) in the name of **SAPDC-NPR CONSTRUCTION ACCOUNT** payable at Khandbari, Nepal.

Or

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

Or

Bank Guarantee (in original) in favor of SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC) acceptable to SAPDC for an amount as mentioned at para 1.6 herein-above.

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 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 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) Cost of Tender Document and Bid Security/EMD
- 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** - Work Experience;
- e) Proof of VAT/PAN Registration/ Company Registration (in case of firm/company bidder shall submit the certificate of incorporation along with Article of Association (AOA) & Memorandum of Association (MOA));
- f) Proof of Registration Certificate for Deployment/Supply/Providing of Manpower;
- g) Power of Attorney in favour of Authorized Signatory;
- h) Bank Account Detail;
- 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 at Annexure-A(Part-A(Manpower) & Part-B(Material)) i.e., duly filled Schedule of Quantities & Prices/ Bill of Quantities (BOQ).
- 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 outrightly & 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 overall evaluated bid price (i.e. for Part-A(Manpower) & Part-B(Material) of BOQ) pursuant to Para-24.0 hereof provided the evaluated Bid Price is within a reasonable variation of the estimated amount of Work.

Further, in case of tie i.e offered lowest evaluated bid price pursuant to Para-24.0 of more than one bidder(s) is/are found L-1 or same in that case award will be made in favour of L1

bidder who have highest Average Annual turnover during the last three Financial years, ending 15th July, 2022.

Further, in case bidder quotes negative percentage against Part-A(Manpower) of BOQ, the bid will be treated as Non-responsive and such bid will not be evaluated.

#### **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 Contractor shall furnish a “Performance Security” towards contract Performance Security within 30 days from the issue of letter of award in one of the form as detailed below: -

- i. Bank Draft (in original) /Manager Cheque (in original) in the name of **SAPDC-NPR CONSTRUCTION ACCOUNT** payable at Khandbari, Nepal.  
or
- ii. FDR ((in original) (duly pledged in favour of SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC))).  
or
- iii. An irrevocable valid and fully enforceable Bank Guarantee (in original) from a Commercial (Class A) bank of Nepal in favour of SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC) acceptable to SAPDC.

**29.2** The Performance Security amount shall be equal to 5% of the Contract Price for the faithful performance of the contract in accordance with the terms and conditions specified in the contract. The guarantee shall be valid till 60 days beyond Contact Period. The above contract performance guarantee shall be liable for forfeiture in case of failure of the bidder to fulfill its contractual obligations under the contract.

**29.3** The performance guarantee will be returned to the contractor within 30 days after Contract Period without any interest and “Satisfactory Performance Certificate” issued by EIC (Engineer-in-Charge).

### 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:

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

The Integrity Pact, signed by all the prospective Bidders and the Employer, shall commit the persons/officials of both the parties, not to exercise any corrupt/fraudulent/collusive/coercive practices in the Tendering process and also during implementation of the Contract. Only those Bidders who have entered into Integrity Pact with the Employer shall be eligible to participate in the bidding process. Bidders signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

Entering into Integrity Pact as per Performa (enclosed at Schedule-F) is a basic qualifying requirement. In case of JV, each partner of JV shall sign Integrity Pact with the Employer. In case of sub-contracting, the Principal contractor shall be responsible for adoption of Integrity Pact by the sub-contractor.

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

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



	Email: mpant2007@gmail.com
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The Integrity Pact duly signed on behalf of SAPDC is enclosed at **Schedule-F** of the Bid Document. The Integrity Pact shall be downloaded, printed and signed by the bidder and the hard copy shall be submitted in Part-I of Bid.

- 31.2 The successful bidder shall submit duly executed Integrity Pact on Plain Paper prior to signing of Contract Agreement. The Integrity Pact duly signed on behalf of the Employer has been enclosed under **Schedule-F** in this document. The Integrity Pact shall be printed & signed by the bidder/supplier and the hard copy shall be submitted in Part-I (Envelope-I).

## **SECTION-III**

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

# TENDER FORM

To

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

1. We have read and examined the following Bidding Documents relating to “Annual Civil Maintenance, Green Belt and Landscaping Plan Development of Package-C-2 of Arun-3 HEP at Diding/Power house site at Pukhuwa, Distt. Sankhuwasabha, Nepal. (PCD-245/2023)”

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, Bank Account Detail 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 (in original)/Manager Cheque (in original) in the name of **SAPDC-NPR CONSTRUCTION ACCOUNT** payable at Khandbari, Nepal/FDR ((in original) (duly pledged in favor of SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC)))/Bank Guarantee (in original) in favor of SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC) acceptable to SAPDC. 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 **“Annual Civil Maintenance, Green Belt and Landscaping Plan Development of Package-C-2 of Arun-3 HEP at Diding/Power house site at Pukhuwa, Distt. Sankhuwasabha, Nepal. (PCD-245/2023)”** 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.

Yours faithfully,

Signature

[Name and Title of Signatory]

[Name of Bidder/Firm]

**UNDERTAKING REGARDING BLACKLISTING**

To: [Name and address of Employer]

Dear Sir,

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder/Firm \_\_\_\_\_

Address: \_\_\_\_\_

Seal of the Bidder/Firm \_\_\_\_\_

**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 15th July 2022 are as under:

<b>S. No.</b>	<b>Period</b>	<b>Turnover</b>
1.	2019-2020 (AD) /2076-2077 (BS)	
2.	2020-2021 (AD) /2077-2078 (BS)	
3.	2021-2022 (AD) /2078-2079 (BS)	
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](http://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.*



**Qualification Information Form-B**

**STATEMENT OF WORKS COMPLETED DURING LAST 7 YEARS BY THE CONTRACTOR**

We declare that we ourselves/ as a member of Joint venture / Contractor have executed the following works during last seven (07) years reckoned from last day of the month previous to the one in which bids are invited:

<b>Sl. No.</b>	<b>Name of Work</b>	<b>Value of Work (awarded/executed)</b>	<b>Name of Client/employer</b>	<b>Date of LOA/ Agreement</b>	<b>Date of Completion</b>

**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.*

**BANK ACCOUNT DETAILS**

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

*#Copy of cancelled cheque may also be attached*

**For and on behalf of the bidder /Supplier**

.....

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

**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) **Corporation or 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/OIC conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- (ix) **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.
- (x) **Urgent Works:** means any urgent measures, which in the opinion of the OIC, 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 OIC 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/percentage 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 in the form of a Bank draft /Manager's Cheque/ FDR/Bank Guarantee issued by a Class A bank situated in Nepal acceptable to SJVN Arun-3 Power Development Company Private Limited.

Alternatively, in case of non-submission of Bank draft /Manager's Cheque/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 OIC 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 Engineer/Officer-in-Charge(EIC/OIC) 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 within 30 days after successful completion of the entire Contract Period, including extension, if any, or payment of final bill, whichever is later.

In case of any complaint, the security deposits shall be discharged only after adjusting all

dues, liabilities etc. Including withdrawals of PF/SSF of workers engaged during contract period or after submitting the individual PF/SSF account details to be certified by Provident fund commissioner's office, etc., if any, as specified in the tender at appropriate places.

## **5.0 PRICES AND TAXES & DUTIES:**

- 5.1** For **Part-A(Manpower)** of BOQ, the Rates/amount shall be inclusive of all cost towards for Basic Pay, Dearness allowance (DA) (fixed), Festive/Dashain allowance, Social Security Fund (SSF), Uniform allowance (fixed), Project allowance, Remote area/Hard area allowance (fixed) etc. have been mentioned in the Bill of Quantities.

The Agency/bidders/Contractor shall adhere and be responsible for payment of wages, salaries, bonus (if payable), social insurance, food, accommodation, transport, medical and canteen facilities, Medical Insurance, other statutory privileges and facilities as per GoN Nepal, ensuring compliances to various labour and all industrial laws/acts for respective manpower, contingency, service charge, all statutory taxes etc. The above cost shall be considered inclusive in the 'Administrative Cost and Contractor's Profit' percentage quoted by the bidder.

**VAT on above, shall be paid extra by SAPDC as per actual on production of documentary evidence.**

The rates shall be firm during the entire period of contract and no escalation shall be payable, except the variation (if any) on account of variation in minimum wages from Statutory Authority/Bodies from the effective date of revision shall be reimbursed to the actual quantum of manpower deployed from the date of applicability of revisions thereof. Base date for price variation on account of revision in minimum wages shall be the last date for submission of bid.

The amount/rate/percentage quoted/awarded against 'Administrative and contractor profit' shall not be revised on revision of minimum wages.

- 5.2** For **Part-B(Material)** of BOQ, the bidder shall offer unit rates and prices for all items against **Part-B(Material)** of BOQ. The quoted rates shall be **exclusive of all taxes & duties and VAT.**

**VAT on above, shall be paid extra by SAPDC as per actual on production of documentary evidence.**

The rate shall be written both in words and figures. In case of ambiguities between the rate quoted in figures and in words, the rate quoted in words shall prevail and the amount shall be corrected accordingly. The SAPDC reserves the right to adjust arithmetical or other errors in any tender/quotation in the way which it considers suitable. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting. Corrections by applying correcting fluid shall not be permitted.

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 ( $\pm 50\%$ ) prescribed under the contract for items against **Part-B**

**(Material) of BOQ** will be worked out in accordance with the provisions contained in the contract.

**5.3** 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 24 months from the date of commencement of the work. 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.

**7.0 COMPENSATION:**

The Contractor shall ensure timely attending of complaints, rectification of faults within reasonable time period or the period specified by the OIC/Engineer-in-charge, in case of emergency. Any delay on account of contractor/ service personnel, negligence and if work as per the Scope of Work/Special Terms & Conditions/General Conditions of Contract is not completed; the compensation on account of above shall be recovered as per the clauses of this document.

If any urgent work (in respect whereof the decision of the OIC shall be final and binding) becomes necessary, the Contractor shall execute the same as may be directed.

**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 agency at the risk and cost of the contractor.

In case of failure of the Agency 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 Agency assigning reasons thereof. On termination of the contract, it shall be the responsibility of the Agency 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 Agency 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 OIC 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 OIC, afford all reasonable facilities to other Contractors engaged contemporaneously on separate contracts and for departmental labour/manpower 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 OIC 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 agency, the rights of SAPDC should not suffer.

**12.0 OIC/EIC AND HIS DECISION:**

All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the OIC/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 OIC/EIC, except as herein otherwise provided. In respect of all matters, which are left to the decision of OIC/EIC including granting or with holding of certificates, the OIC/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 Agency 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 Department., SAPDC, Tumlingtar, Nepal shall be the paying authority.

**15.0 CONTRACTOR'S RESPONSIBILITY**

As per Detailed Scope of Work under SECTION-I-A of bid/tender document.

**16.0 PENALTY CLAUSE**

The deductions shall be made for the following jobs, if missed as exception. Such exceptions shall be duly conveyed to the contractor by SAPDC in writing:

- 16.1 Not supplying required quantum of manpower as stipulated on daily basis: Deduction will be made as of minimum wages plus 1% penalty per minimum wages multiplied by the number of persons short till the deployment of required manpower. Decision of OIC shall be final in the matter.
- 16.2 If any of the staff required being in uniform is found without proper uniform or uniform found poorly maintained, a penalty of NPR 500/- per occasion may be deducted from contractor's monthly bill.
- 16.3 Any complaint by SAPDC, if not attended within prescribed time may attract a penalty of NPR 500/- for each occasion to the Agency or as decided by SAPDC.



## **17.0 SAFETY:**

The Contractor shall have to ensure safety of all the labourers engaged by them while working. The Contractor shall provide & make all necessary gadgets/arrangements for safety of his workmen. The Corporation shall not, in any way be responsible for accident minor, major or fatal to any of his workmen 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 labour and shall be used particularly when working in electrically charged areas. Special precaution should be taken and/or OIC 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 Agency/Contractor shall ensure/responsible for Works complying requirement of Workmen Compensation Act applicable in Nepal & the minimum cover for personal injury or death insurance, medical insurance shall, however, be not less than as per requirements of the Labour Act of Nepal.

## **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 OIC 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 staff 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 OIC. Directions/instructions given by the OIC 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 OIC 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 EIC/OIC, 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/OIC. 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 OIC; 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 OIC; 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 OIC, 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 OIC 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 OIC 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 OIC 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 OIC, 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 OIC 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 Corporation shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable for damages for not completing the Contract. Provided that the power of the OIC 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 OIC 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 OIC. The OIC, 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. Should the OIC notice that there are defects in the Works or the Works are not considered to be complete, he shall issue a notice in writing to the Contractor to rectify/replace the defective work or any part thereof or complete the work, as the case may be, within such time as may be notified and after the Contractor has complied with as aforesaid and gives notice of completion, the OIC shall inspect the work and issue the completion certificate in the same manner as aforesaid.
- 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 OIC. 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 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.

- 27.3 The payment to the contractual employees shall be made on or before 7<sup>th</sup> of every month, failing to which it will attract a penalty @ 0.25% per day on total amount of the bill raised by the agency, However in the event of payment not released by the contractor to manpower by 15<sup>th</sup> day of a month then payment can be released by SAPDC directly to the persons and shall be recovered from the contractor by imposing 1% penal interest.
- 27.4 The bill must be accompanied with the copies of all the payments made to its employee as deployed and statutory compliances along with checklist for jobs performed and services provided, obtained after due certification by Engineer/Officer-in-Charge or his authorized representatives.
- 27.5 The payment will be released to the contractor on certification of his bills by Officer-in-Charge or his authorized representative on monthly basis within 15 days of submission of bill after effecting statutory deductions through NEFT/ RTGS.
- 27.6 VAT, TDS, Income Tax and other taxes will be paid/reimbursed/deposited/deducted as per provisions of applicable laws.
- 27.7 Payment by the agency to its workman should be made through bank payments only preferably through electronic mode of transfer.
- 27.8 Monthly / Interim bills along with documentary evidence of SSF compliance and VAT paid etc. as applicable in respect of previous bill shall be submitted by the Contractor monthly on or before the date fixed by the OIC for the work executed. The OIC shall then verify the bills with reference to the entries recorded in the book(s)/register(s)(if any). Further, EIC/OIC shall ensure/verify the compliance of contribution in SSF and other allowances etc. i.r.o deployed manpower.
- 27.9 Payment on account for amount admissible shall be made on the OIC 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.
- 27.10 Payment of the Contractor's bills shall be made by the Employer within 30 days from the date of submission of the bill subject to the acceptance of the OIC.
- 27.11 Any interim bills given relating to work done or materials delivered (if any), may be modified or corrected by any subsequent interim bills or by the final bill. No certificate(s) of the OIC supporting an interim payment shall itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the Contract.
- 27.12 In case of disputed items for which payment has been withheld, the OIC 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 OIC. After receipt of such clarifications / modifications and acceptance thereof by the OIC 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 OIC 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 OIC 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 OIC or Employer or with such other person or persons. The sum of money so withheld or retained under this clause by the OIC 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 by appropriate authority of Distt. Sankhuwasabha SAPDC Limited. However, if dispute still remains unresolved then the dispute will be resolved as per applicable dispute resolving mechanism, legislation applicable in Nepal. For unresolved 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 unauthorized 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 "Annual Civil Maintenance, Green Belt and Landscaping Plan Development of Package-C-2 of Arun-3 HEP at Diding/Power house site at Pukhuwa, Distt. Sankhuwasabha, Nepal. (PCD-245/2023)"

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(Technical) 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**  
**(Refer clause 29.0 of ITB)**

Date:

To,

Name & Address of the Employer

We have been informed that .....(the “company”), having its registered office at ..... has entered into a Agreement on(Insert the LOA Ref No. & Date) .....20.... with you for the work of "Annual Civil Maintenance, Green Belt and Landscaping Plan Development of Package-C-2 of Arun-3 HEP at Diding/Power house site at Pukhuwa, Distt. Sankhuwasabha, Nepal. (PCD-245/2023)".

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 60 days beyond the contract 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. The Agency shall not assign or sub-contract any of the services under the contract. In case of violation/contravention of any of the terms and conditions mentioned herein, SAPDC reserves the right to terminate the agreement forthwith without giving any notice to the Agency and without prejudice to its right to recover damages and other charges/cost to SAPDC from amount payable to it or otherwise.
2. In case of any change of constitution of the agency, the rights of SAPDC should not suffer.
3. All personnel engaged under this contract by the Agency shall be employees of Agency. SAPDC shall not have any liability/ responsibility to absorb the persons engaged by the Agency and/or to extend any type of recommendation etc. for obtaining any job in SAPDC or elsewhere.
4. It shall be the Agency'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 Agency shall keep the SAPDC indemnified against all the claims and liabilities.
5. In case any personnel of the Agency is implicated in any law suit or is injured by any person or group of persons agitating mob etc. during the course of performing his duty/ their duties for SAPDC it shall be the sole responsibility of the Agency to defend its personnel in the court of law or to extend all medical and financial help etc. without charging any cost to the SAPDC.
6. In case of failure of the Agency in fulfilling the contract, the OIC/EIC of 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 Agency assigning reasons thereof. On termination of the contract, it shall be the responsibility of the Agency 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 Agency by such terminations, whatsoever it maybe.
7. The Agency/Contractor shall ensure/responsible for Works complying requirement of Workmen Compensation Act applicable in Nepal & the minimum cover for personal injury or death insurance, medical insurance shall, however, be not less than as per requirements of the Labour Act of Nepal.
8. The minimum manpower shall be provided covering the requested notional manpower as indicated under the detail scope of work/BOQ to carry-out the described services.
9. SAPDC will be at liberty to assess the suitability of manpower for the above services from amongst the panel of persons provided by the service provider.
10. SAPDC shall reserve the right to direct/ensure removal of any person based on misconducts or any submissive behavior on account of neglect of work etc. as decided by Officer-in-Charg(OIC)/Engineer-In-Charge(EIC).
11. The service provider will ensure payment of minimum wages as notified by the related Govt. from time to time to the manpower deployed according to its category (un-skilled, Semi-skilled, Skilled).
12. Preference shall be given by the contractor to the presently deployed manpower in SAPDC through outsourcing.



13. The Agency/Contractor shall indemnify and keep indemnified the Employer against all losses and claims for death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the execution of works during the Period for Completion for whole of the works and also against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, and such liabilities shall include claims/compensations of the third party.
14. The Agency/Contractor shall ensure/responsible for Works complying requirement of Workmen Compensation Act applicable in Nepal & the minimum cover for personal injury or death insurance, medical insurance shall, however, be not less than as per requirements of the Labour Act of Nepal.
15. Monthly / Interim bills along with documentary evidence of SSF compliance and VAT paid etc. as applicable in respect of previous bill shall be submitted by the Contractor monthly on or before the date fixed by the OIC for the work executed. The OIC shall then verify the bills with reference to the entries recorded in the book(s)/register(s)(if any). Further, EIC/OIC shall ensure/verify the compliance of contribution in SSF and other allowances etc. i.r.o deployed manpower.
16. The Agency/Contractor shall comply with all the rules/regulations etc. As per the labour laws in force in Nepal. Further in case of any violation the agency shall be solely and completely liable in law or otherwise. In case, as per the law, SAPDC has to pay any compensation/penalty on account of such violation then the agency shall reimburse such amount to SAPDC forthwith to the extent it is in excess of all money payable to the agency by SAPDC.

**SECTION –VII**  
**SCHEDULE OF QUANTITIES AND PRICES**

**SCHEDULE OF QUANTITIES AND PRICES/BILL OF QUANTITIES (BOQ)**

**Name of Work:** (PCD-245/2023) “Annual Civil Maintenance, Green Belt and Landscaping Plan Development of Package-C-2 of Arun-3 HEP at Diding/Power house site at Pukhuwa, Distt. Sankhuwasabha, Nepal.”

**Part-A (Manpower):**

S. No.	Description	Skilled	Unskilled
1.	<b>Notional Manpower</b>	<b>6</b>	<b>10</b>
2.	Basic Pay plus	20,800/-	10,820/-
3.	Dearness Allowance (Fixed)	6,480/-	6,480/-
4.	Dashain allowance @ 8.33% of Basic pay	1,733/-	901/-
5.	SSF @20%	4,160/-	2,164/-
6.	Uniform Allowance Fixed	800/-	800/-
7.	Project Allowance	2,500/-	2,500/-
8.	Remote area allowance/ Hard Area Allowance (Fixed)	1,000/-	1,000/-
9.	Total 01 month	37,473/-	24,665/-
10.	Total for one month as per quantity of notional manpower at Sr. No. 1	2,24,838/-	2,46,650/-
11.	Grand Total (NPR) (Excluding VAT) for <b>one (01) month</b> of Sr. No. 10 (For 6 Skilled + 10 Unskilled Manpower)	<b>4,71,488/-</b>	
12.	Grand Total (NPR) (Excluding VAT) for <b>24 months</b> (For 6 Skilled + 10 Unskilled Manpower)	<b>1,13,15,712/-</b>	
<b>Administrative and contractor profit @ % of Sr. No. 12</b>			
		<b>% Percentage in Figure</b>	<b>% Percentage in word</b>
13.	Administrative and contractor profit @ ----- % of Sr. No. 12		
14.	<b>Total Amount considering/offered % at Sr. no. 13 on Sr. no 12 i.e. Total amount against Part-A (Manpower)</b>		

**Part-B (Materials) (Required For Work To Be Supplied By The Contractor):**

Sr. No.	Description of item	Unit	Qty	Rate (NPR exclusive of all taxes & duties and VAT)		Amount (NPR exclusive of all taxes & duties and VAT)
				In figures	In words	In figures
1.	Pick Axes	No.	2			
2.	Shovel	No.	2			
3.	Jumper	No.	2			
4.	Hammer Big	No.	2			
5.	Drat/Khukhari	No.	3			
6.	Kassai	No.	3			
7.	Wire Brush	No.	4			
8.	Wheel Barrow	No.	2			
9.	Standard Carpenter Kit of reputed make	No.	1			

<b>Part-B (Materials) (Required For Work To Be Supplied By The Contractor):</b>						
<b>Sr. No.</b>	<b>Description of item</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate (NPR exclusive of all taxes &amp; duties and VAT)</b>		<b>Amount (NPR exclusive of all taxes &amp; duties and VAT)</b>
				<b>In figures</b>	<b>In words</b>	<b>In figures</b>
10.	Standard Plumbing Kit of reputed make	No.	1			
<b>Total of Part-B (Materials required for work to be Supplied by the Contractor) (NPR exclusive of all taxes &amp; duties and VAT)</b>						
<b>Grand Total (Part-A(Manpower) &amp; Part-B(Material) ) (NPR exclusive of all taxes &amp; duties and VAT)</b>						

**Note: -**

- 1) *VAT shall be paid extra by SAPDC as per actual on production of documentary evidence.*
- 2) *percentage shall be quoted in decimal against Part-A(Manpower) of BOQ, (Up-to four (04) decimal only, which shall be considered for evaluation).*
- 3) *In case bidder quotes negative rate/percentage against Part-A(Manpower) of BOQ, the bid will be treated as Non-responsive and such bid will not be evaluated.*

**Date: -**

**Place: -**

**Bidders Name and Signature along with seal**

**INTEGRITY PACT-PRE-CONTRACT**

**Between**

SJVN Arun-3 Power Development Company (P) Ltd. (SAPDC), a company incorporated under the Companies Act 2063 and having its registered office at 3rd Floor, Citizen Investment Trust(CIT) Building, Near to Investment Board of Nepal(IBN), New Bhaneshwor , Kathmandu, Nepal, hereinafter referred to as “The Employer” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the **First Part**.

**And**

M/s \_\_\_\_\_, a company/ firm/ individual (status of the company) constituted in accordance with the relevant law in the matter and having its registered office at \_\_\_\_\_ represented by Shri/Smt. \_\_\_\_\_, Authorized Person, hereinafter referred to as “The Bidder/Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the **Second Part**.

WHEREAS the Employer proposes to procure under laid down organizational procedures, contract for “Annual Civil Maintenance, Green Belt and Landscaping Plan Development of Package-C-2 of Arun-3 HEP at Diding/Power house site at Pukhuwa, Distt. Sankhuwasabha, Nepal.” and the Bidder/Contractor is willing to offer against Tender No. **SAPDC/P&C/ARUN-3 HEP/PCD-245/2023-814 dated 04.10.2023**

NOW, THEREFORE,

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

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

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



## **1.0 Commitments of the Employer**

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

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

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

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



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

- 2.3 The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign principals or associates.
- 2.4 The Bidder(s)/Contractor(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract
- 2.5 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.6 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.7 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.8 The Bidder/Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in electronic data carrier. The Bidder/Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.9 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.10 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.11 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the Employer, or alternatively, if any relative of an officer of the Employer has financial interest/stake in the Bidder(s)/Contractor(s) firm (excluding Public Ltd. Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender.  
  
The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act, 2013 (India).
- 2.12 The Bidder(s)/Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Employer.
- 2.13 The Bidder/supplier shall follow all rules and regulations of **India and/or Nepal**.





### **3.0 Previous Transgression**

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

### **4.0 Earnest Money (Security Deposit)**

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

### **5.0 Sanctions for Violations**

- 5.1 Any breach of the aforesaid provisions by the Bidder/Contractor or any one employed by it or acting on its behalf shall entitle the Employer to take action as per the procedure mentioned in the “**Guidelines on Banning of Business Dealings**” attached as **Annex-A** and initiate all or any one of the following actions, wherever required: -

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



- 5.2 The Employer will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (viii) of this Pact also on the Commission by the Bidder/Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Contractor), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption in Employer's country.
- 5.3 The decision of the Employer to the effect that a breach of the provisions of this Pact has been committed by the Bidder/Contractor shall be final and conclusive on the Bidder/Contractor. However, the Bidder/Contractor can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

#### **6.0 Independent External Monitor(s)**

- 6.1 The Employer has appointed Independent External Monitor(s) (hereinafter referred to as Monitors) for this Pact.
- 6.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 6.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement for which a complaint or issue is raised before them including minutes of meetings. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.
- 6.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform CMD/CEO/MD of Employer and request Employer to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 6.6 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Employer including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor(s) with confidentiality.
- 6.7 The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings as and when required.



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

### **7.0 Facilitation of Investigation**

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

### **8.0 Law and Place of Jurisdiction**

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

### **9.0 Other Legal Actions**

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

### **10.0 Validity**

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



11.0 The Parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_.

Employer

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

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

Place: Tumlingtar, Nepal

Date-----

Witness1. \_\_\_\_\_  
\_\_\_\_\_

(Name and address)

2. \_\_\_\_\_

(Name and address)

Bidder

(Authorized 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 the relevant government department of Nepal.
- 6.4 If the Agency has resorted to corrupt, fraudulent practices including misrepresentation of facts;
- 6.5 If the Agency uses intimidation / threatening or brings undue outside pressure on Employer or its official for acceptance / performances of the job under the contract;
- 6.6 If the Agency misuses the premises or facilities of Employer, forcefully occupies or damages Employer's properties including land, water resources, forests / trees or tampers with documents/records etc. (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

## **7.0 Banning of Business Dealings**

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

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

- 8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.
- 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 misbehaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.
- 9.2 If the Agency requests for inspection of any relevant document in possession of Employer, necessary facility for inspection of documents may be provided.
- 9.3 The Competent Authority may consider and pass an appropriate speaking order:
- a) For exonerating the Agency if the charges are not established;
  - b) For removing the Agency from the list of approved Suppliers / Contactors, etc.
  - c) For banning the business dealing with the Agency.
- 9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned.

## **10.0 Appeal against the Decision of the Competent Authority**

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

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

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





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

**FORM OF DECLARATION OF ELIGIBILITY**

**UNDERTAKING**

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

**(Seal & signature of the Authority Signatory of Contractor)**