

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

(एसजेवीएन की पूर्ण स्वामित्व वाली अधीनस्थ कंपनी)

(A wholly owned subsidiary of SJVN)

900 मेगावाट अरुण-3 जलविद्युत परियोजना
900 MW Arun-3 Hydro Power Project
Regd. No.: 111808/69/070



Ref. No.: SAPDC/P&C/Arun-3 HEP/PPR-198/2025-50

Date: 13.01.2025

NOTICE INVITING QUOTATIONS (NIQ)

Sealed quotations are herewith invited by SJVN Arun Power Development Company Pvt. Ltd. (SAPDC/Employer) from Individuals/ Taxi operators/ Vehicle service provider/Tour & Travel agencies/firms of Nepal for **“Hiring of one nos.(01) Land cruiser Prado or equivalent Vehicle of Model Year 2020 onward, for SAPDC at Kathmandu, for a period of Two (02) Years (PPR-198/2025)”** as per the details provided here-in-below: -

Sr. No.	Description	Remarks
1.	Bill of Quantity (BOQ)	Refer Annexure 'A'
2.	Form of declaration, declaration regarding fraud and corruption & undertaking regarding blacklisting	Refer Annexure 'B'
3.	Bank Account Details	Refer Annexure 'C'
4.	Terms & Conditions of Contract	Refer Annexure 'D'
6.	Integrity Pact	Refer Annexure 'E'

TERMS & CONDITIONS (T&C):

1. Minimum Qualifying Requirements:

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

- Individuals / Taxi operators/ Vehicle service provider/Tour & Travel agencies/firms of Nepal.
- Average Annual turnover during the last three Financial years, ending 15th July, 2024 should be at least i.e. NPR 30,24,000/-.

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.

2. Submission of Bid:-

The bidder must submit the bid in the following **two separate sealed envelopes {PART-I (Envelope-1) & PART-II (Envelope-2)}** clearly indicating the contents therein duly super scribed as under and these two envelopes should be enclosed in a single sealed envelope/cover super scribed as **“Hiring of one nos.(01) Land cruiser Prado or equivalent Vehicle of Model Year 2020 onward, for SAPDC at Kathmandu, for a period of Two (02) Years (PPR-198/2025)”** and submitted at the address of the undersigned (Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal) and must reach this office through courier or by post or by hand on or before **by 02.02.2025 1530 Hrs.** and same shall be opened

on at **02.02.2025 1600 Hrs.** in presence of authorized representative of firms who choose to attend.

Further, In the “Techno-Commercial” part *{i.e. in PART-I (Envelope-1)}* of the bid the bidder shall not give any indication about the bid price in any manner whatsoever. Non-compliance of this provision may result in the rejection of bid.

PART-I (Envelope-1): -

- i. Earnest Money Deposit (EMD) (as per Sr. No.11 of NIQ).
- ii. The firm shall submit PAN/VAT/Registration certificate.
- iii. Supporting with requisite documents for meeting out criteria laid down at sr. no.1 above.
- iv. Duly filled in & signed ‘Form of declaration’ as per Annexure-B.
- v. Bank Account Details as per Annexure-C.
- vi. Duly signed & stamped Integrity Pact as per Schedule-E
- vii. Power of Attorney in favour of authorised signatory (if applicable).

PART-II (Envelope-2): -

Price bid: - Comprising of Price Bid at Annexure-A i.e., duly filled, signed and stamped in Bill of Quantities (BOQ).

3. **Signing of bid:**

All the pages of the bid shall be signed and stamped at the lower right hand corner by the authorized signatory.

4. **No Deviation Bid:** Bidder may note that Bid shall be submitted on the basis of “NO DEVIATION” and shall be in full compliance to the requirements of Tender Document. The bids with deviations shall be considered as non-responsive and may be liable for rejection.

5. **Opening of Bid: -**

The bid shall be opened in the following sequence: -

- i. First, the envelope Part-I shall be opened.
- ii. Part –II (Price Bid) of responsive bidder(s) shall be opened on same day, if no clarification is required from the firm(s)/agency(ies). In case clarification is sought from the firm(s)/agency(ies), separate intimation shall be given through notification on the websites for opening of Price Bid(s) of responsive bidder(s).

6. **Period of contract:**

The contract period for hiring of vehicle shall be 02 (Two) years to be reckoned from the actual date of deployment of vehicle. The contract can be further extended for a period of one year at the discretion of SAPDC with mutual understanding between both the parties.

7. **Bid Validity:** The bid (s) shall be valid for 90 days from the opening of bid(s).

8. **Prices: -**

- a. The Bidder/firm(s)/ firm/Agency (ies) shall offer rates & prices “on Firm Price Basis”.
- b. The quoted rates for item(s) shall inclusive of all cost towards wages for Driver, uniform, spares, consumables repairs, insurance, contingencies overhead, profit and all statutory taxes **but Excluding VAT & Fuel Charges**. Fuel Charges, Out Station, Overtime, etc. will be paid as per terms and condition of NIQ, complete in all respect as per scope of work.

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

- c. SAPDC will deduct TDS (Tax deductions at Source) as applicable.
 - d. Any statutory variation in the rate of taxes after the last date of submission of bid (if any), during the currency of the contract including extension thereof shall be reimbursed/adjusted on production of documentary proof.
 - e. Rates and Offered discount (if any) should be filled in both figures and words. In case of ambiguities in between the rate/ Offered discount in figures and the rate/ Offered discount in words, the rate/Offered discount 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.
 - f. Further, only unconditional discount offered at appropriate place in the BOQ shall only be considered for evaluation of the bid, discount offered at any other place or in any other document/letter submitted by the bidder along with the bid shall not be considered for the purpose of evaluation as well as award. Further, the bidder shall quote rate and amount including salary of driver, Insurance, spare parts, repair, vehicle maintenance etc. but Excluding VAT and Fuel charges/ charging & any other charges/taxes/VAT mentioned at any other place/document/letter by the bidder/supplier shall also for not be considered evaluation as well as award.
 - g. The percentage (%) offered discount should be filled in both figures and words. **However, if bidder will not Offered any discount on their quoted rate i.r.o any/all item(s) of Bill of Quantities (BOQ) at Annexure-A then the bidder must mention as Nil.**
9. SAPDC reserves the right to adjust arithmetical or other errors (if any) noticed in the quotation as follows:
- i. Where there is a discrepancy between unit rate/offered discount in figures and in words, the unit rate/offered discount in words will govern; and
 - ii. Where there is a discrepancy between the unit rate/offered discount and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate/offered discount as quoted in words will govern.
 - iii. In case error due to wrong extension of quantities, the quantities as specified in the NIT/NIQ will be considered and multiplied by the unit rates quoted in words to obtain the amount.

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.

10. **Payment:**

The payment towards the engagement of the vehicle will be made within 15 days month of the receipt of the bill/Invoice complete in all respect. The same shall be remitted in the bank.

11. **Earnest Money Deposit (EMD):**

- a. Earnest Money Deposit (EMD) amounting to **2,02,000/-** shall be submitted in the shape of **Bank Draft** (in original)/**Manager Cheque** (in original)/**FDR** (in original) (duly pledged in favour of SAPDC-NPR CONSTRUCTION ACCOUNT) in favor of SAPDC-NPR CONSTRUCTION ACCOUNT payable at Khandbari.

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 herein-above.

Earnest Money Deposit shall remain valid for 135 days from the last date of submission of bids as stated in the invitation to bid. Bank Guarantee may be in the format provided in tender document.

Or

Alternatively, Payment against EMD may also be made directly in the account of SAPDC as below. However, proof of same shall be submitted by the Firm/agency with the Proposal in Part-I (Envelope-I):

NPR Account Details:

Everest Bank Limited

Name: SAPDC-NPR CONSTRUCTION ACCOUNT.

Acc. No. 00800105200477

Swift Code: EVBLNPKA

Bidders are advised and shall be responsible to ensure the receipt of net amount (excluding bank transfer charges) in above account before last date of submission of bids.

However, if Bidder/Firm opt for submission of Earnest Money Deposited (EMD)/Bid Security directly in the bank account of SAPDC, then the documentary evidence/ proof of same (swift statement/ transfer statement/ account statement) has to be submitted along with technical bid in Part-I.

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

- b. EMD of the Firm(s)/Agency(ies) shall be forfeited:
- i. If bid withdrawn or amends its bid or impairs or derogates from the bid in any respect in the interval between the bid submission deadline and the expiration of the bid validity period.

or

- ii. Adopts corrupt or fraudulent practices

or

- iii. Does not accept the correction of the Bid Price.

or

- iv. EMD of the successful firm/Agency shall be forfeited, in the event of non-compliance of Letter of Acceptance (LOA).

Or

- v. fails or refuses to furnish the Performance Security, in accordance with the NIQ/LOA.

- c. Firm(s)/Agency(ies) may modify or amends its bid or withdraw its bid after submission and before the prescribed deadline for bid submission.

- d. The EMD of unsuccessful Firm(s)/Agency(ies) shall be released within 28 days without any interest after the issuance of Letter of Acceptance of successful Firm(s)/Agency(ies).
- e. The EMD of the successful bidder shall be released within 28 days after the issuance of Letter of Acceptance without any interest subject to furnishing of requisite Performance Security in accordance to Sr. No. 13 of this NIQ.
- f. No interest shall be payable by SAPDC on EMD.

12. Award Criteria:

The bid shall be evaluated on overall basis and the award shall be made to the Bidder who has offered the lowest(L-1) evaluated bid price provided the evaluated Bid Price is within a reasonable variation of the estimated amount.

13. Performance Security Deposit:

- i. Firm(s)/Agency(ies) shall furnish a “Performance Security” towards contract performance security within 28 days from the issue of letter of award in one of the forms as detailed below: -

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 favour of SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC)). Bank Draft/Manager Cheque/ FDR issued by a “A” Class Nepalese Bank shall only be acceptable.

Or

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.

- ii. 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 contract Period. The above contract performance guarantee shall be liable for forfeiture in case of failure of the Firm/Agency to fulfil its contractual obligations under the contract.
- iii. Failure of the successful Firm/Agency to comply with the requirements of Clause 13 (i) shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money Deposit. He will also be debarred from participating in bids invited by the Project for one year.
- iv. The performance guarantee will be returned to the contractor within 28 days after completion of assignment without any interest and “Completion Certificate” issued by OIC (Officer-in-Charge).
- v. In case of delay in submission of performance security beyond 28 days as provided in clause 13(i) above, interest @ SBI, India one year MCLR +200 Basis points applicable on the date of bid submission shall be charged on per day basis up to the date of delay in submission. However, delayed acceptance beyond 56 days shall be at the sole discretion of SAPDC and Letter of Acceptance/ award (LOA) shall be subject to cancellation and forfeiture of EMD along with other suitable action as per bid document.

- vi. The notification of Award (NOA)/Letter of Acceptance (LOA) will constitute the formation of the Contract until formal agreement is signed and further subject only to the furnishing of a performance security deposit in accordance with the relevant provisions of Tender/Bid Document.
14. **Officer-in-Charge (OIC):** All the correspondences related to deployment of vehicle and payments shall be made addressed to DGM (HR)/HOD (L&CO), SAPDC/SLPDC Kathmandu, however, OIC shall verify and process the same for making the payments to Agency.
15. **Resolution of Dispute:** In case of any dispute arising out of above conditions, the same shall be referred to the Sole Arbitrator, who shall be appointed by the CEO, Arun-3 HEP, SAPDC, Tumlingtar. The award of the arbitrator shall be final and binding on both the parties.

Courts of Chainpur (Nepal) shall have exclusive Jurisdiction for adjudication upon the dispute arising out of the subject cited services between the parties.

16. Corrigendum/Addendum, if any to NIQ shall be uploaded only on <https://sjvn.nic.in> & <https://slpdc.com.np> & bidders have requested to frequently visit the web site.
17. At any time before the submission of bids, SAPDC may modify/amend the bidding documents and extend the last date of submission/opening of the Proposal 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 uploaded on websites only.
18. Employer/Purchaser/ SAPDC reserves the right to cancel the tendering process at any time without assigning any reason and shall bear no liability whatsoever consequent upon such a decision. SAPDC reserves the right to reject any or all the Bids without assigning any reason thereof.

19. **Integrity Pact:**

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

The Integrity Pact, signed by all the prospective Bidders and the Employer, shall commit the persons/officials of both the parties, not to exercise any corrupt/fraudulent/collusive/coercive practices in the Tendering process and during implementation of the Contract. Only those Bidders who have entered 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 Integrity Pact as per Schedule-E is a basic qualifying requirement. In case of JV, each partner of JV shall sign Integrity Pact with the Employer. In case of sub-contracting, the principal contractor shall be responsible for adoption of Integrity Pact by the sub-contractor.

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

Sr.No.	Name of IEMs	Address of IEMs
1.	Sh. Manoj Pant, IFoS (Retd.)	House no. 70, Usha Colony, Sahastradhara Road, Dehradun-248013, Uttarakhand Email: mpant2007@gmail.com
2.	Sh. Davendra Verma	604, Tower-14, Purvanchal Royal City, Chi V, Greater Noida, G.BB. Nagar (UP) 201310 E-mail: verma.davendra@gmail.com

The Integrity Pact duly signed on behalf of SAPDC is given at Schedule-F of the Bid Document. The Integrity Pact shall be downloaded, printed, and signed by the bidder and the hard copy shall be submitted in Part-I of Bid.

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

Name	Designation	Contact No.	Address
Er. Parminder Kumar	Chief Engineer (P&C)	Phone.No:- +977-29-575154	SLPDC, Lower Arun HEP, Satluj Bhawan, Tumlingtar, Distt. Sankhuwasabha, Nepal.
Er. Neeraj Kumar	Manager(Civil)		

For & on the behalf of SAPDC

Sd/-

(Parminder Kumar)

Chief Engineer (P&C)

Satluj Bhawan, Arun Sadan,

SAPDC, Tumlingtar,

Distt. Sankhuwasabha, Nepal

Ph. +977-29-575154,

E-mail Address: pnc.sapdc@sjvn.nic.in

PRICE SCHEDULE/BILL OF QUANTITY(BOQ)

Name of Work: (PPR-198/2025): Hiring of one nos.(01) Land cruiser Prado or equivalent Vehicle of Model Year 2020 onward, for SAPDC at Kathmandu, for a period of Two (02) Years.

Sr No.	Description	Qty	Unit	Acceptable Model Year of vehicle	Offered Model No. (Model Year) of vehicle for which quoting the rates	Hiring Charges per month per vehicle (in NPR) (Excluding VAT & Fuel charge etc.)		Amount (in NPR)(Excluding VAT & Fuel charge etc.)	
						In figures	In words		
1.	Hiring of one nos.(01) Land cruiser Prado or equivalent Vehicle of Model Year 2020 onward, for SAPDC at Kathmandu, for a period of Two (02) Years (As per terms and condition at Annexure-D).	24	Months	2020 onward					
Total Amount (in NPR) inclusive of all cost towards wages for Driver, uniform, spares, consumables repairs, insurance, contingencies overhead, profit and all statutory taxes but Excluding VAT & Fuel Charges . Fuel Charges, Out Station, etc. will be paid as per terms and condition of NIQ.									
Discount (if any)								In Figure	In Words
Total Amount (in NPR) inclusive of all cost towards wages for Driver, uniform, spares, consumables repairs, insurance, contingencies overhead, profit and all statutory taxes but Excluding VAT & Fuel Charges . Fuel Charges, Out Station, etc. will be paid as per terms and condition of NIQ.									

Note:

1. Rate shall be inclusive of all cost towards wages for Driver, uniform, spares, consumables repairs, insurance, contingencies overhead, profit and all statutory taxes but Excluding VAT & Fuel Charges.
2. Fuel cost will be reimbursed by SAPDC as per prevailing market rate of Nepal Oil Nigam or nearest GoN Fuel center/Authorized fuel center/filling station and considering the average mileage of the vehicle as @ 8 km per litre.
3. VAT shall be paid extra by SAPDC as per actual on production of documentary evidence.

Date:

Place:

For and on behalf of the bidder /Supplier

.....

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

FORM OF DECLARATION

M/s-----(name of Bidder/Supplier) having its registered office at ----- (hereinafter referred to as ‘the Bidder/Supplier’) having carefully studied all Terms and conditions, scope of work & Technical specifications, BOQ etc. and all corrigendum (if any) pertaining to the “**Hiring of one nos.(01) Land cruiser Prado or equivalent Vehicle of Model Year 2020 onward, for SAPDC at Kathmandu, for a period of Two (02) Years** (PPR-198/2025)” the local and site conditions and having undertaken to execute the said works.

DO HEREBY DECLARE THAT:

1. The Bidder is familiar with all the requirements of the Contract.
2. The Bidder has not been influenced by any statement or promise of any person of the Employer but only the Contract conditions.
3. The Bidder undertakes that the information furnished in the Bid is true and correct in all respects.
4. The Bidder undertakes that all the documents uploaded along with the NIQ have been read and there is no deviation from the terms and conditions of the NIQ including Corrigendum/ Addendum (if any).

Date:

For and on behalf of the bidder /Supplier

.....

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

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 _____

BANK ACCOUNT DETAILS (PPR-198/2025)

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

#Copy of cancelled cheque may also be attached

For and on behalf of the bidder /Supplier

.....

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

Terms and Conditions of Contract

1. The vehicle to be provided should be Model year of 2020 onward.
2. The quoted rate is inclusive of all cost towards wages for Driver, uniform, spares, consumables repairs, insurance, contingencies overhead, profit and all statutory taxes but **Excluding VAT & Fuel Charges**. Fuel Charges, Out Station, Overtime, etc. will be paid as per terms and condition of NIQ shall be paid as per terms and condition as below. The rates shall be firm and no escalation will be paid during the term of the contract.
VAT shall be paid extra by SAPDC as per actual on production of documentary evidence.
3. Fuel cost will be reimbursed by SAPDC as per prevailing market rate of Nepal Oil Nigam or nearest GoN Fuel center/Authorized fuel center/filling station and considering the average mileage of the vehicle as @ 8 km per litre.
4. Night halt charges for night stay outside Kathmandu valley will be paid extra @ NPR 600/- per night. However, no outstation stay allowance reimbursement shall be payable within 60 Km of Headquarter.
5. The normal duty hours for the vehicle along with driver will be 12 hours per day/night. For additional hours in excess of 12 hours a day, over time charges shall be paid @ NPR 150/- per hour extra.
6. In case the hired vehicle is utilized on the weekly rest days, the extra payment shall be made @ NPRs 4000/- per day.
7. No payment will be made for the vehicle for the day's when the vehicle is in break- down condition, unless the vehicle is immediately replaced by another vehicle of similar specification and in good running condition. No extra payment will be made for replacement car whatsoever. If the replacement car is not provided, pro-rata amount will be deducted from the bill for the period of absence and a penalty of NPR18000/- will be levied per day on the firm.
8. In case of emergent job requirement, any refusal to perform duty within the stipulated duty period shall attract penalty of NPR18000/- per such occasion, even if the vehicle has performed duties during the stipulated duty hours. Such thrice accumulated refusals shall be liable for the termination of the contract and forfeiture of security deposit.
9. Parking charges/toll tax/barrier entry fees etc. if any, paid during journey outside Kathmandu valley by the taxi owner/ driver deputed on SAPDC duty shall be reimbursed at actual subject to production of original receipt along with the bill for payment.
10. The firm must have all requisite clearance certificates of Vehicle, permits & insurance etc., from the concerned Government Authorities / Agencies as per rules of GoN. The registration fee, payment of route permits, renewal of route permits, insurance, payment of all taxes and levies and passing of vehicle will be the responsibility of the owner.
11. All the journeys performed/covered on account of filling of fuel repairs and or used by the driver during his halt at Kathmandu or at out station from his place of residence/ place of parking to place of duty shall not be paid by SAPDC.
12. The owner of the vehicle will be solely responsible for compensation payable arising out of accidents including payment to third party, if involved, no compensation in case of accident / damages to vehicle or for death / injury to the driver/conductor will be paid by the SAPDC. Further, SAPDC will not be responsible for any challan, loss, damage or accident to the vehicle or to driver or to any third party.
13. Boarding/ lodging charges/ local DA of drivers deputed for local as well as for outstation journeys shall be borne by the operator (Vehicle owner)
14. Period of contract: The contract period for hiring of vehicle shall be 02 (Two) years to be reckoned from the actual date of deployment of vehicle. The contract can be further extended for a period of one year at the discretion of SAPDC with mutual understanding between both the parties.
15. The headquarters for the vehicle will be Kathmandu valley consisting of Kathmandu, Lalitpur, Bhaktapur.

16. One day's weekly rest for the vehicle shall be allowed, however, the day shall be fixed by the OIC.
17. The vehicle should be fitted with basic amenities such as First Aid Kit, Four Cell Torch, Fire extinguisher etc.
18. The vehicle provided should have properly working air conditioner and driver must run the AC when instructed so by the officer for whose use the vehicle is hired.
19. Only new and branded/ original tyres should be used and not the repaired ones in the vehicle.
20. The condition of vehicle must be neat and clean with proper seat covers and matting.
21. The vehicle and driver shall be at the disposal of the Officer-In charge (OIC) during the period of engagement.
22. The firm should ensure that the driver to be provided must possess valid driving license with 3 years' experience and carry all the necessary documents (Registration Certificate, Insurance Papers, etc.) with him.
23. The driver should wear uniform and behave well with pleasing manners and should have fair knowledge of Nepalese language and knowledge of Hindi and/or English will be an advantage.
24. The driver should be able to attend to any minor technical problems that may arise while using the vehicle.
25. The driver should always carry a mobile phone with him, as it will enable the Officer to contact him at any time.
26. The driver of the vehicle provided must follow traffic rules and other regulations prescribed by the Government from time to time. Drivers should be familiar with all important places in Kathmandu, Lalitpur and Bhaktapur.
27. The vehicle must be made available at any given time and day as informed by the OIC.
28. The driver shall keep and maintain a log book of the vehicle which should be completed every day. The officer using the vehicle will verify the journeys in the log book. In case of incomplete log book, it shall be construed that vehicle has not been used by SAPDC.
29. It shall be the sole responsibility of the operator/owner to ensure un-hindered movement of vehicles during the period of service with SAPDC.
30. The authorized representative of SAPDC shall have the option to inspect the vehicles before engagement of vehicles with SAPDC.
31. A mobile phone with SIM in proper working condition should be provided to the driver by the owner of the vehicle, the cost of the same shall be borne by the owner. Any change in phone No. shall be intimated in advance to the OIC.
32. The contractor shall not use the vehicle under contract for any other purpose during the contract period without written consent of the OIC.
33. The contractor will be responsible for meeting all statutory obligations and labour laws etc. applicable from time to time.
34. The contract for hiring of vehicle can be terminated by either party by serving Fifteen (15) days notice without assigning any reasons.
35. If any party / operational crew of vehicle will complain regarding their nonpayment of spare/repair charges, fuel charges/salary with authentic proof, then the payment of vehicle owner will be withheld till settlement of issue with the party and proof in this regard.
36. In case of any dispute arising out of above conditions, the local court of Justice at Kathmandu shall have the jurisdiction to adjudicate upon.
37. The Officer-In charge (OIC) for this assignment/contract will be DGM(HR)/HOD (L&CO), SAPDC, Kathmandu.
38. In case of substitution of vehicle due to repair & maintenance the owner shall give written request to OIC/Reporting officer. However, substitution period shall be not more than 3 months during the contract period. If substitution period exceeded 3 months, then the contract shall deemed to be terminated.
39. If owner sell the vehicle/change in ownership/namsari during the contract period or extended period then the contract shall deemed to be cancelled & payment shall be regulated accordingly.
40. The vehicle shall be deployed within 30 days from the issuance of LOA.

Specifications for Vehicle for Monthly Hiring

1. Vehicle make -
 - a. Land Cruiser Prado or equivalent vehicle
2. The vehicles model should be 2020 onward and must be in good condition.
3. The vehicle must be neat and clean with proper seat covers and matting.
4. The vehicle should have properly working air conditioner.
5. Only new and branded/ original tyres should be used and not the repaired ones in the vehicle.
6. The vehicle should be minimum 5-seater with adequate space in the boot for keeping luggage or other items.
7. The vehicle should be fitted with basic amenities such as First Aid Kit, Four Cell Torch, portable Fire extinguisher, air-freshener, hand sanitizer, required tools, spare wheels and general spares for repairs to be carried out en-route, etc.

FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(Refer clause 11 of NIT)

WHEREAS _____ (Name of Bidder) (hereinafter called “the Bidder”) has submitted his bid dated _____ (date) for “**Hiring of one nos.(01) Land cruiser Prado or equivalent Vehicle of Model Year 2020 onward, for SAPDC at Kathmandu, for a period of Two (02) Years (PPR-198/2025)**”.

SEALED with the Common Seal of the said Bank this ___ day of _____ (Month and Year).
THE CONDITIONS of this obligation are:

1. If after Bid opening the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid or
2. If the Bidder having been notified of the acceptance of his Bid by the SJVN Arun-3 Power Development Company Private Limited, during the period of bid validity.
 - a. fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders, or
 - b. does not accept the correction of the Bid Price pursuant to **Clause-9 of NIT/NIQ.**
 - c. 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 two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date **135 days** after the deadline for submission of Bids as stated in the invitation to bid or as it may be extended by the SJVN Arun-3 Power Development Company Private Limited notice of which extensions(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____

SIGNATURE OF THE BANK _____

WITNESS _____

SEAL _____

(Signature, name and address)

**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT
(Refer clause 13 of NIT/NIQ)**

Date:

To,

Name & Address of the Employer

We have been informed that (the "company"), having its registered office at has entered into a Agreement on (Insert LOA No. & Date) with you for the work of **"Hiring of one nos.(01) Land cruiser Prado or equivalent Vehicle of Model Year 2020 onward, for SAPDC at Kathmandu, for a period of Two (02) Years (PPR-198/2025) "**.

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 honored by the Guarantor where payment in respect of such demands have not been made by the Expiry Date.

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

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

Signed for and on behalf of:

Name:

Designation:

Seal of the Bank:

Signed for and on behalf of:

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

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

Name:

Designation:

Seal of the Bank:

Signed for and on behalf of:]

INTEGRITY PACT-PRE-CONTRACT

Between

SJVN Arun-3 Power Development Company (P) Ltd. (SAPDC), a company incorporated under the Companies Act 2063 and having its registered office at SAPDC Office Complex, Ward No 9, Tumlingtar, Khandbari Municipality, Sankhuwasabha, Nepal hereinafter referred to as “The Employer” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the **First Part**.

And

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

WHEREAS the Employer proposes to procure under laid down organizational procedures, contract for **“Hiring of one nos.(01) Land cruiser Prado or equivalent Vehicle of Model Year 2020 onward, for SAPDC at Kathmandu, for a period of Two (02) Years (PPR-198/2025).” and the Bidder/Contractor is willing to offer against Tender No. SAPDC/P&C/ARUN-3 HEP/PPR-198/2025- 50 dated 13.01.2025**

NOW, THEREFORE,

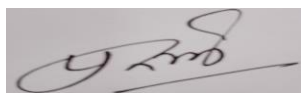
To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

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.

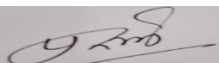
2.0 Commitments of the Bidder(s)/Contractor(s)

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

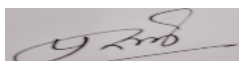
The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign principals or associates.

- 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.
- 2.3 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.

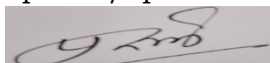
4.0 Earnest Money (Security Deposit)

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.

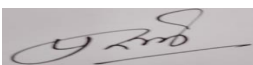
6.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform CMD/CEO/MD of Employer and request Employer to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this 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

were 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

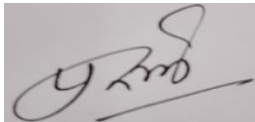
This Pact is subject to Nepal's Law. The place of performance and jurisdiction is the Registered Office of the Employer. The arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

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.

A handwritten signature in black ink, appearing to be 'Y. R. D.', written on a light-colored background.

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

Employer 

Name of the Officer: **Parminder Kumar**

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

Place: Tumlingtar, Nepal

Date-----

Witness 1. _____

(Name and address)

2. _____

(Name and address)

Bidder

(Authorized Person)

(Name of the Person)

Designation

Place-----

Date-----

Witness 1. _____

(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

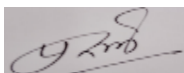
- 2.1 The Information for Bidders/ Instruction to Bidders/Notice Inviting Tender/Notice Inviting Quotations and even the General Conditions of Contract (GCC) of Employer generally provide that Employer shall have the rights to remove from list of approved suppliers / contractors or to ban business dealings 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.
- ii) **“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

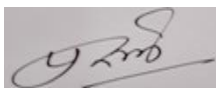
Action for banning /suspension business dealings with any Agency shall be initiated by the department responsible for invitation of bids after noticing the irregularities or misconduct on the part of Agency concerned. Besides the concerned department, Vigilance Department of each Unit/ Corporate Vigilance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

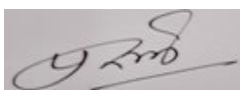
- 7.1 A decision to ban business dealings with any Agency shall apply throughout SJVN including its subsidiaries/JVs.
- 7.2 There will be an Investigating Committee consisting of officers not below the rank of AGM/DGM from Indenting Division, Finance, Law and Contracts. Member from department responsible 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
- 8.2 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.
- 8.3 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)