

SJVN ARUN-3 POWER DEVELOPMENT COMPANY PVT. LTD.

(A Subsidiary of SJVN Ltd. Registered in Nepal)



**ARUN-3 HYDRO ELECTRIC PROJECT (900
MW), NEPAL**

TENDER DOCUMENT

TENDER No.: PCD-180/2020

**ENGAGEMENT OF EXPERT THIRD PARTY INSPECTION
AGENCY (TPIA) FOR INSPECTION, TESTING, SUPERVISION
AND CERTIFICATION OF THE QUALITY OF HM WORKS OF
ARUN-3 HEP (900 MW), DISTT. SANKHUWASABHA, NEPAL.**

Tumlingtar

September, 2020

CONTENTS

Sr. No.	Description
-	Press Notice
Section-I	Notice Inviting Tender (NIT)
Section-II	Brief Objective & Detailed Scope of Work
Section-III	Instructions to Third Party Inspection Agencies (TPIAs)
Section-IV	Letter of Tender, Financial & Technical Information Forms.
Section-V	General Conditions of Contract (GCC)
Section-VI	Bill of Quantities

एसजेवीएन अरूण-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 अरूण-3 जलविद्युत परियोजना
900 MW Arun-3 Hydro Power Project

Regd. No.: 111808/69/070



PRESS NOTICE

SJVN Arun-3 Power Development Company (P) Ltd. (SAPDC), Tumlingtar, Nepal (A Subsidiary of SJVN, a joint venture of GoI & Govt. of H.P.) having Registered office at Kathmandu, Nepal invites tenders/bids in sealed envelopes from reputed Nepalese/Indian Third Party Inspection Agencies (TPIAs) for carrying out assignment of 'Inspection, testing, supervision and certification of the quality of Hydro-Mechanical Works of Arun-3 HEP (900 MW), Distt. Sankhuwasabha, Nepal'.

Last date for submission of bids is 08.10.2020 upto 1500 hrs. Sealed envelope is to be submitted by Post/courier or physically in the SAPDC office at Tumlingtar, Distt. Sankhuwasabha, Nepal or alternatively at SAPDC office, House No. 3, Swagat Marg, Ward No. 1, Lokanthali, Madhyapur, Kathmandu.

The Bidding Documents can be downloaded from websites <http://sjvn.nic.in/tender.htm>, <http://www.sapdc.com.np>. & www.eprocure.gov.in Amendment(s), if any, shall be issued only on above websites.

Sd/-

**Chief Engineer (P&C),
Arun-3 HEP, SAPDC
Satluj Bhawan, Arun Sadan,
Tumlingtar Distt. Sankhuwasabha, Nepal
Ph. +977-29-575154, Mob.:- +977-9852058517,
e-mail Address: pnc.sapdc@gmail.com**

SECTION-I

NOTICE INVITING TENDER (NIT)

एसजेवीएन अरूण-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 अरूण-3 जलविद्युत परियोजना
900 MW Arun-3 Hydro Power Project

Regd. No.: 111808/69/070



Ref. No.: SAPDC/P&C/PCD-180/2020-731

Dated: 07.09.2020

NOTICE INVITING TENDER (NIT)

1. SJVN Arun-3 Power Development Company (P) Ltd. (SAPDC), Tumlingtar, Nepal (A Subsidiary of SJVN, a joint venture of GoI & Govt. of H.P.) having Registered office at Kathmandu, Nepal invites sealed proposals/bids in single stage two envelope bid system from reputed Nepalese/Indian Third Party Inspection Agencies (TPIAs) for the following:

1.	Name of Work:	Engagement of expert Third Party Inspection Agency (TPIA) for Inspection, testing, supervision and certification of the quality of HM works of Arun-3 HEP (900 MW), Distt. Sankhuwasabha, Nepal.
1.1	Tender No.	PCD-180/2020
1.2	Time Allowed for Completion of whole of the works	18 months to be reckoned from the 15 th day of issuance of Letter of Acceptance (extendable till commissioning of HM works of Arun-3 HEP in all respect).
1.3	Estimated Cost	NPR 1.72 crore exclusive of taxes.
1.4	Cost of Tender Document (Non-refundable)	NPR 3,000/- in the form of Bank Draft/Manager's cheque payable at Khandbari, Nepal in favour of SJVN Arun-3 Power Development Company Pvt. Ltd. Alternatively, payment against Cost of Tender Document may be made directly in the bank account of SAPDC as mentioned under Clause 3.2 (v) of Section-II, Instructions to TPIAs. However, proof of same shall be submitted by the Firm/agency with the Proposal TPIAs are advised and shall be responsible to ensure the receipt of net amount (excluding bank transfer charges) in the account before last date of submission of bids.
1.5	Earnest Money Deposit	NPR 3,45,000/- only (to be submitted as per clause no. 3.2, Section-II, Instructions to TPIAs).
1.6	Last date & time for submission of Proposal (s).	08.10.2020 upto 1500 Hours.
1.7	Time and Date for opening of Proposal(s).	11.10.2020 at 1600 Hours.
1.8	Place of submission bids	Chief Engineer (P&C), Arun-3 HEP, SAPDC, Satluj Bhawan, Arun Sadan, Tumlingtar, Distt.

		<p>Sankhuwasabha, Nepal Ph. +977-29-575154, Mob.: +977-9852058517</p> <p style="text-align: center;">OR</p> <p>O/o Company Secretary, Arun-3 HEP, SAPDC House No. 3, Ward No. 1, Swagat Marg, Madhyapur (Thimi) Municipality, Lokanthali, Kathmandu. Ph. +977-1-6632030, Mob.: +977-9819822967</p> <p>However, if TPIAs opt for submission of EMD directly in the bank account of SAPDC as per Clause No. 3 of Instruction to TPIAs then the proof of same shall be submitted by the agency alongwith the Proposal.</p>
1.9	Place of opening bids	<p>Chief Engineer (P&C) SAPDC, Arun-3 HEP, Satluj Bhawan, Arun Sadan, Tumlingtar, Distt. Sankhuwasabha, Nepal Ph. +977-29-575154, Mob.: - +977-9852058517</p>
1.10	Authority/Officer inviting Tender	<p>Chief Engineer (P&C) SAPDC, Arun-3 HEP, Satluj Bhawan, Arun Sadan, Tumlingtar, Distt. Sankhuwasabha, Nepal Ph. +977-29-575154, Mob.: - +977-9852058517 e-mail Address: pnc.sapdc@gmail.com</p>

2. The bidding document containing the details of submission requirement, brief scope of work, General Conditions of Contract etc. can be downloaded from websites <http://sjvn.nic.in/tender.htm>, www.eprocure.gov.in & <http://www.sapdc.com.np>.
3. Through this tender, SJVN Arun-3 Power Development Company Private Limited (SAPDC) intends to appoint eligible third party inspection agency (TPIA) from India/Nepal for carrying out assignment of Inspection, testing, supervision and certification of the quality of HM works of Arun-3 HEP (900 MW), Distt. Sankhuwasabha, Nepal.
4. 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 available on the aforesaid websites only. As such the TPIAs are advised to visit the above websites regularly.
5. The prospective TPIAs are advised to visit the Arun-3 HEP project before submission of their bids. The TPIA shall bear all costs associated with the site visit.
6. Arun-3 Hydro Electric Project (900 MW) is located in Sankhuwasabha district, Nepal. Corporate office of SAPDC is located at Tumlingtar. Dam site and Power house sites are located in Phaksinda (near Num) and Diding respectively which are 70 km from Tumlingtar. Nearest Railway station is Jogbani, Bihar approx. 300 km from sites and nearest airport is Tumlingtar, Nepal.
7. SAPDC reserves the right to cancel the bidding process at any time without assigning any reason.

8. For any enquiry/clarification etc. TPIAs 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, Mob.:- +977-9852058517,
e-mail Address: pnc.sapdc@gmail.com**

SECTION-II

DETAILED SCOPE OF WORK

Brief Objective & Detailed Scope of Work

1. Brief Objective

a. Introduction:

SJVN Arun-3 Power Development Company (P) Ltd. (SAPDC), Tumlingtar, Nepal is a subsidiary of SJVN (a joint venture of GoI & Govt. of H.P.) having its Registered office at Kathmandu, Nepal. SAPDC was incorporated & registered on 25.04.13 as a single shareholder Pvt. Ltd. Company under the Nepalese Companies Act 2063 with SJVN Ltd. is its sole shareholder.

The principle objective of SAPDC is to Plan, Promote, Organize and Execute 900 MW Arun-3 Hydro-electric Project. Project is located on river Arun in the Sankhuwasabha Distt. of Nepal, 657 Km from Kathmandu via Biratnagar. SAPDC has awarded the Hydro Mechanical (HM) Works of 900 MW Arun-3 to M/s Om Metals Infraprojects Limited (Main Contractor).

2. Scope of work:

SAPDC is seeking to engage an eligible and qualified Third Party Inspection Agency (TPIA) to maintain Quality Assurance of HM works (fabrication and erection etc.) for radial gates, stoplogs, vertical fixed wheel/ slide gates, hydraulic hoists, rope drum hoists, gantry cranes, trash racks & trash rack cleaning machine, and Pressure Shaft Steel Liner of Arun 3 HEP. All the quality tests at workshop and site will be performed by Main Contractor as per the technical specifications of the works. To keep a check on the Main Contractor's quality control, a third party inspection agency (TPIA) is being hired to deploy manpower at different locations (fabrication workshop/ erection sites) for inspection, testing, supervision and certification of the quality of HM works.

Inspection shall be carried out by the Third Party Inspection Agency (TPIA) as per the approved Quality Assurance Plans (Manufacturing/Field), drawings, data sheets, technical specifications and as per the relevant Indian/International standards.

The Third Party Inspection Agency shall supervise the ongoing activities at:

- 1 Fabrication workshop of pressure shaft steel liner Itahri, Sunsari Distt., Nepal about 230 Km from dam & power house site (situated in Distt. Shankhubasbha, Nepal.)
- 2 Erection works
 - a) Dam Site, Phaksinda/ Dovan
 - b) Power House site, Phukhwa Nepal (both site about 70 Km from Tumlingtar)

Following documents/Data will be provided to the TPIA for inspection, testing, supervision and certification of the quality of HM works (Fabrication and erection etc.):

- Technical specifications.
- Approved Drawings
- Approved Quality Assurance Plans (Manufacturing/Field).
- Revised drawing/sketch in addition to already supplied approved drawing shall also be provided.

3. Detail of HM Works

A. Gates, Hoists and Gantry Cranes

1.	Stoplogs for Sluice Radial gate	
a)	Stoplogs (9000mm x 19750mm)	1 set consisting of 7 units
b)	Embedded parts	5 sets
c)	Lifting beam cum spreader beam	1 No.
d)	Gantry Crane	60 T capacity
2.	Sluice Radial Gates	
a)	Radial Gate (9000mm x 15173mm)	5sets
b)	Embedded parts	5 sets
c)	Hydraulic hoists	5 sets (twin cylinder single acting), 370T per cylinder
3.	Bulkhead of Spillway Flap Gate	
a)	Bulkhead (4000mm x 3000 mm)	1 No.
b)	Embedded parts	1 set
c)	Lifting beam cum spreader beam	1 set
4	Spillway Flap Gate	
a)	Flap Gate (4000mm x 3000mm)	1 Set
b)	Embedded parts	1 Set
c)	Hydraulic Hoist	1 Set (twin cylinder double acting), 55T per cylinder
5.	Bulkhead for Intake Gate	
a)	Bulkhead (7000mm x 6000mm)	1 No.
b)	Embedded parts	2 Sets
c)	Lifting beam	1 No.
d)	Gantry Crane	1 No. (63 T capacity)
6.	Main Intake Gates	
a)	Intake Gate (7000mm x 6000mm)	2 Sets
b)	Embedded parts	2 sets
c)	Rope Drum Hoists	2 Nos. (75T capacity)
7.	Trash Racks	
a)	Trash Racks (5025mm x 3883mm)	64 panels
b)	Embedded parts	8 Sets
c)	Trash Rack Cleaning Machine	1 No.
8.	Adit Gate for HRT	
a)	Adit gate (2500mm x 2500mm)	1 No.
b)	Embedded parts	1 Set
9.	Surge Shaft Gates	

a)	Surge shaft gate (5500mm x 5500mm)	2 Sets
b)	Embedded parts	2 sets
c)	Rope Drum Hoists	2 Nos. (85T capacity)
10.	Draft Tube Gates	
a)	Draft Tube Gate (5000mm x 5500mm)	4 Sets
b)	Embedded parts	4 sets
c)	Rope Drum Hoists	2 Nos. (35T capacity)
11.	Tailrace Outfall Gates	
a)	TRT Gate (7500mm x 5000mm)	2 Sets
b)	Embedded parts	2 sets
c)	Rope Drum Hoists	2 Nos. (58T capacity)

B. Pressure Shaft Steel Liner

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

4. Submittals by Third Party Inspection Agency (TPIA):

Expert TPIA shall submit the Daily, Monthly and Quarterly Progress Reports of all the HM works as inspected/ witnessed/supervised which will address the following:

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

SECTION-III

INSTRUCTIONS TO THIRD PARTY INSPECTION AGENCIES (TPIAs)

A. General

1. Scope of Proposal

- 1.1 The SJVN Arun-3 Power Development Company Private Ltd., hereinafter referred to as SAPDC, invites bids for carrying out assignment of Inspection, testing, supervision and certification of the quality of HM works of Arun-3 HEP (900 MW), Distt. Sankhuwasabha, Nepal.
- 1.2 Bids will be open for all reputed eligible Indian/Nepalese third party inspection agencies only.

2. Eligibility

- 2.1 Third Party Inspection Agency should not be under a declaration of ineligibility for corrupt and fraudulent practices or blacklisted due to any reason 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 Proposal.
- 2.2 Only Third Party Inspection Agencies scoring 60% marks or more in the Technical Evaluation criteria shall be considered for further process (Stage-II-Financial Bid):

Sr. No.	Criteria	Max. Marks	Doc. Required
A. Technical Qualifying Criteria shall be as below:			
TPIA should have carried out Inspection, testing, supervision and certification of the quality of following Works in any one or more Projects (completed) in last 15 years reckoned from last day of the month in which Bids are invited:			
1.	Penstock/Pressure Shaft Steel Liner i. Inclined/ Vertical shaft of length ≥ 260 m and ≥ 4.0 m diameter = 15 Marks ii. Inclined/ Vertical shaft of length ≥ 210 m < 260 m and ≥ 4.0 m diameter = 10 Marks iii. Inclined/Vertical shaft of length ≥ 160 m < 210 m and ≥ 4.0 m diameter = 7 Marks iv. Inclined/ Vertical shaft of length < 160 m ≥ 130 and 4.0 m diameter = 4 Marks.	15	LOA & Completion certificate issued by Employer.
2.	Radial Gate i. One gate of ≥ 105 sq. m = 5 Marks ii. One gate of ≥ 80 sq. m < 105 sq.m = 3 Marks iii. One gate of ≥ 53 sq. m and < 80 sq.m = 2 Marks	5	LOA & Completion certificate issued by Employer.
3.	Experience of providing Quality Surveillance /Third Party Inspection Services of gates and penstock with Hydro Power Projects in last Seven years; i) ≥ 2 work orders: 20 Marks ii) 1 work order: 5 Marks	20	LOA & Completion certificate issued by Employer.
4.	10 (Ten) No. of key Inspectors (B.Tech/Diploma in Mech. Engg.) with ASNT/ISNT Level - II in RT & UT with valid certificates having more than 4/6 years post qualification experience for each candidate.	5	List of Managerial & Inspection Personnel (qualifications and past experience)

5.	Past working experience of TPIA in India/Nepal.	5	LOA & Completion certificate issued by Employer.
6.	Company established for i) ≥ 10 years: 5 Marks ii) < 10 years ≥ 5 years : 3 Marks iii) < 5 years : 1 Marks	5	Company Registration certificate.
7.	TPIA accredited with ISO 9001-2015	10	Valid Accreditation certificate.
8.	Methodology and approach for understanding of scope of works and deliverables- Robustness of work plan, approach and methodology to meet objectives and deliverables.	15	TPIA shall submit Methodology not exceeding 20 pages on A4 Size paper
B. Financial Qualifying Criteria shall be as below:			
1.	Turnover (<i>Gross amount of revenue recognized in the profit and loss account from or on account of consultancy services rendered by the organization during a financial year</i>) i. Average annual turnover \geq INR 1.1 crore for the last three FY from consultancy services = 7 Marks ii. Average annual turnover \geq INR 0.9 crore $<$ INR 1.1 crore for the last three FY from consultancy services = 5 Marks iii. Average annual turnover \geq INR 0.7 crore $<$ INR 0.9 crore for the last three FY from consultancy services = 3 Marks	7	Annual report/ Balance sheets & profit and Loss Statement
2.	Net Worth (<i>Aggregate value of paid-up share capital and all reserves created out of the profits, securities premium account and debit or credit balance of profit and loss account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation</i>): i. Net Worth positive in the last three Financial years = 7 Marks. ii. Net Worth positive in the last two Financial years = 5 Marks. iii. Net Worth positive in the last one Financial year = 3 Marks.	7	Annual report/ Balance sheets & profit and Loss Statement
3.	Profit (<i>Profit as per statement of profit and loss before tax without considering other comprehensive income/loss</i>): i. Profit in the last three Financial years = 6 Marks ii. Profit in the last two Financial years = 4 Marks iii. Profit in the last one Financial years = 2 Marks	6	Annual report/ Balance sheets & profit and Loss Statement

2.3 TPIA should not have any conflict of interest with Main Contractor (Om Metals Infraprojects Ltd.) executing the HM works of Arun-3 HEP, Nepal.

2.4 TPIAs intending to participate as Joint Venture/Consortium are not eligible for participation.

3. Cost of Bid Preparation & EMD

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

3.2 EMD amounting to **NPR 3,45,000/-** shall be required to be submitted with the proposal in either of the form:

i. Bank Guarantee from any “A” class Bank in Nepal for the amounts expressed in Nepalese Rupees (NPR). The Bank Guarantees in equivalent INR amount shall be acceptable only if these are issued by a Scheduled Bank of India duly counter guaranteed by any A class bank in Nepal.

Bank Guarantee for EMD in original shall be submitted along with the proposal. Bank Guarantee may be in the format provided in tender document (Form-E). EMD shall remain valid for a period of 30 days beyond the original validity period of the proposal or beyond any period of extension subsequently requested i.e. total 150 days.

OR

ii. FDR duly pledged in favour of SJVN Arun-3 Power Development Company Pvt. Ltd.

OR

iii. Demand Draft in favour of SJVN Arun-3 Power Development Company Pvt. Ltd. payable at Khandbari.

The FDR/DD issued by a “A” Class Nepalese Bank/Scheduled Bank of India shall only be acceptable.

OR

iv. Alternatively, payment against EMD may also be made directly in the following account of SJVN Arun-3 Power Development Company Pvt. Ltd. However, proof of same shall be submitted by the Firm/agency with the Proposal:

NPR Account Details:

Everest Bank Limited

Name: SJVN Arun-3 Power Development Company Pvt. Ltd.

Acc. No. 00800105200477

Swift Code: EVBLNPKA

TPIAs 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.

3.3 Any bid not accompanied by an acceptable Earnest Money Deposit shall be rejected by SAPDC as non-responsive.

3.4 The Earnest Money of unsuccessful TPIAs will be returned within 7 days after the

issuance of Letter of Acceptance to successful TPIA.

3.5 The Earnest Money of the successful TPIA will be discharged within 30 days after the successful TPIA has signed the Agreement and furnished the required Performance Security Deposit as per Clause 17.0 of Section-III.

3.6 The Earnest Money may be forfeited:

a) If the TPIA withdraws the bid after opening of bids during the period of validity of bid;

Or

b) If the TPIA adopts corrupt or fraudulent practices

Or

c) If the TPIA does not accept the correction of bid price pursuant to relevant provisions of this tender document.

Or

d) In the case of a successful TPIA, if the TPIA fails within the specified time limit to:

i. sign the Agreement; and/or

ii. furnish the required Performance Security Deposit.

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

4. Site Visit

4.1 The prospective Third Party Inspection Agencies are advised to visit the project site before submission of their bids. The Firm/agency shall bear all costs associated with the site visit.

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

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

B. Preparation of Bids

5. Language of Bids

The proposal prepared by the TPIA and all correspondence and documents thereto exchanged by the TPIA and the SAPDC be written in English language. Supporting documents and printed literature furnished by the TPIA with the proposal 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 proposal, English language shall prevail.

6. Validity Period of Bids

Proposal shall remain valid for acceptance for a period of 120 days (one hundred twenty days) from the last date of submission of bids.

7. Signing of Proposal

The Proposal 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 TPIA under legally enforceable Power of Attorney. All the pages of the proposal shall be signed and stamped at the lower right hand corner by the person or persons signing the proposal.

7.1 The original bid 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.

7.2 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.

7.3 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.

C. Submission of Bids

8. Documents comprising the Proposal and manner of Submission thereof:

Part I "Technical Bid"

The following documents duly signed shall be submitted in this part of the proposal:

- a. Bid Security/EMD and Cost of Tender Document;
- b. Power of Attorney in favour of authorized signatory;
- c. Letter for Tender- **Form A**;
- d. Financial Information Form - **Form B**;
- e. Technical/Work Experience of similar nature - **Form C**;
- f. List of Managerial & Inspection Personnel (qualifications and past experience) - **Form D**;

- g. Copy of VAT/PAN/GST Registration;
- h. Company Registration Certificate (In case of firm/company bidder shall submit the certificate of incorporation along with article of association & article of association, as applicable);
- i. Integrity Pact as per Schedule-B;
- j. All the documents as specified under clause No. 2 'Eligibility' of Section-III, Instructions to Third Party Inspection Agencies.

(No material/information relating to Price Bid shall be included in the Technical Bid. A technical bid containing any information related to price bid may be declared non-responsive).

Part II. "Financial Bid"

It shall comprise of Price Schedule as per Section-VI.

(No material/information relating to any technical matters shall be included in the Price Bid).

The Authorized signatory shall also fill, sign and stamp each page of the documents forming part of the proposal, on the left hand cover (bottom side).

9. Deadline for Submission of Bids

- 9.1 The Proposal shall be received by SAPDC not later than the time & date specified at Sr. No. 1.6 of Notice Inviting Tender (NIT) at the address specified at Sr. No. 1.8 of Notice Inviting Tender (NIT). SAPDC shall not be responsible for any delay in receipt due to any reason whatsoever and/ or for loss of the proposal in postal transit. However, if TPIAs opts for submission of EMD directly in the bank account of SAPDC as per Clause No. 3 of Instruction to TPIAs then the proof of same shall be submitted by the TPIA alongwith the Proposal.
- 9.2 SAPDC may extend the deadline for submission of bids by issuing an amendment in accordance with Sr. No. 4 of Notice Inviting Proposal, in which case all rights and obligations of the SAPDC and the TPIAs previously subject to the original deadline will then be subject to the new deadline.

10. Late/Delayed Proposal

Any proposal received by the SAPDC after the deadline prescribed by the SAPDC will be not be considered.

11. Clarification of Bids

To assist in the examination and comparison of bids, SAPDC may ask TPIAs individually for clarification of their proposal. The request for clarification and the response shall be sent through post or email.

12. Determination of Responsiveness & Techno-Commercial evaluation

- 12.1 Prior to the detailed evaluation of bids, the SAPDC will determine whether each proposal:
 - i) meets the eligibility requirements set out under Para 2.0 hereof;
 - ii) has been properly signed.
 - iii) is substantially responsive to the requirements of the bidding documents.

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

13. Currencies of Bid and Contract Price

- 13.1 The TPIA is required to quote a fixed firm price in NPR/INR (in Price Bid) for the complete Scope of Services. The rates quoted by the TPIA shall be inclusive of all taxes and duties but excluding VAT and SAPDC shall not bear anything extra on this account. TDS will be deducted as per laws applicable in Nepal. VAT as applicable shall be deposited/reimbursed by SAPDC on production of documentary evidence.
- 13.2 The unit rates and prices can be quoted by the bidders either in NPR or in INR or combination of both. However, the total quoted amount shall be calculated by adding the amount quoted in INR and amount quoted in NPR.
- 13.3 Currency chosen for the purpose of converting to a common currency shall be Nepalese Rupees (NPR) and for conversion from INR to NPR and vice versa, a factor of 1.6 will be considered.
- 13.4 In case of mismatch of figures quoted in number and words; the figures in words will be taken as correct for all purposes.
- 13.5 In case error due to wrong extension of quantities the quantities as specified in the Bid documents will be considered and multiplied by the unit rates quoted in words to obtain the amount.
- 13.6 The TPIA shall post experts at the desired location permanently as directed by EIC for the period of assignment.
- 13.7 The rates quoted should be unconditional. The travel-related expenses, stay expenses and all the other expenses including those related to collection and review of data, preparatory work, visits to site, visits for clarifications/ meetings, etc. will have to be borne by the TPIA.
- 13.8 The TPIAs will be liable to pay taxes/duties/cess etc. applicable as per prevailing law at their end.
- 13.9 Contract price covers all the TPIA's services to be rendered and obligations mentioned in or to be reasonably inferred from the Invitation of bid.

14. Process to be Confidential

- 14.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to TPIA or any other persons not officially concerned with such process. Any attempt by a TPIA to influence SAPDC's processing of bids or award decisions may result in the rejection of his Bid.

15. Evaluation and Comparison of Bids

- 15.1 SAPDC will evaluate and compare only the bids determined to be substantially responsive to the requirements of the bidding Documents in accordance with Para-12 hereof.
- 15.2 SAPDC will adopt a Quality cum Cost Based Selection (QCBS) approach for evaluating technical and financial proposals. Under QCBS, the technical proposals will be allotted weightage of 70% while the financial proposals will be allotted weightages of 30%.

- 15.3 The Financial proposal shall be as per the quoted price by the bidder as per Price Schedule (Section VI).
- 15.4 SAPDC will award the contract to the TPIA whose proposal has been determined to be substantially responsive to the Bidding documents and the evaluation shall be carried out as detailed hereunder:
- a) The Qualifying Marks in Techno-commercial Part ≥ 60 for opening of price bid (Part-II).
 - b) Weightage for Technical and Financial proposals = 70:30
 - c) Total Score = 0.7 (Technical Score of TPIA) + $0.3 \{100 \times (\text{evaluated rate of L1/evaluated Rate of TPIA})\}$
 - d) The work shall be awarded to the TPIA with highest score provided the evaluated Bid Price is within a reasonable variation of the estimated amount of Work. In case of tie of score, the work shall be awarded to the firm whose evaluated price is lesser.

16. Right to accept any Proposal and to reject any or All Bids

Notwithstanding Para-15.0, the SAPDC reserves the right to accept or reject any proposal or to annul the bidding process and reject all bids, at any time, without thereby incurring any liability to the affected third party inspection agency(s) or any obligation to inform the affected third party inspection agency(s) of the grounds for the SAPDC action.

17. Performance Security Deposit

- 17.1 Within 30 (thirty) days from the date of issue of the Letter of Acceptance, the successful TPIA shall deposit to SAPDC a Performance Security of 5% (Five percent) of the Contract Price valid till 45 days beyond Contract Period which may be further extended till commissioning of HM works of Arun-3 HEP.
- 17.2 The Performance Security Deposit shall be in the form of a demand draft / FDR / Banker Cheque/ Pay order issued by a Class A bank situated in Nepal acceptable to SJVN Arun-3 Power Development Company Private Limited. The TPIA may submit the same in the form of irrevocable, valid and fully enforceable Bank Guarantee in favour of SJVN Arun-3 Power Development Company Private Limited as per format provided in tender document (Form-F) from a Class A bank situated in Nepal acceptable to SJVN Arun-3 Power Development Company Private Limited which shall be valid till 45 days beyond Contract Period which may be further extended till commissioning of HM works of Arun-3 HEP.
- 17.3 Failure of the successful TPIA to comply with the requirements of Clause 17.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money Deposit. He will also be debarred from participating in bids invited by the Project for one year.

18. Notification of Award and Signing of Agreement

- 18.1 The TPIA whose bid has been accepted will be notified of the award by SAPDC prior to expiration of the Bid validity period through the "Letter of Acceptance", which will state the sum that SAPDC will pay to the TPIA in consideration of the execution, completion by the TPIA as prescribed by the Contract.
- 18.2 The notification of award will constitute the formation of the Contract until the Formal Agreement is signed pursuant to bidding document and further subject only to the furnishing of a performance security deposit in accordance with the provisions in the

bidding document.

19. Signing of Contract Agreement

19.1 Within 30 (thirty) days of issuance of Letter of Acceptance, on a date and time mutually agreed upon, the TPIA or his authorized representative shall attend the office of Chief Engineer (P&C), Arun-3 HEP, SAPDC, Tumlingtar for signing of the Contract Agreement. The agreement shall be signed after submission of requisite performance security deposit.

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

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

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

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

1. Dr. Jai Pal Singh

2. Sh. Shitala Prasad Srivastava

The address for correspondence with IEMs is as under:

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

The Integrity Pact duly signed on behalf of the Employer has been enclosed under **Schedule-B** 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-IV

**LETTER OF TENDER, FINANCIAL & TECHNICAL
INFORMATION FORMS**

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

1. We have read and examined the following Bidding Documents relating to "Engagement of expert Third Party Inspection Agency (TPIA) for Inspection, testing, supervision and certification of the quality of HM works of Arun-3 HEP (900 MW), Distt. Sankhuwasabha, Nepal".

Section-I	Notice Inviting Tender (NIT)
Section-II	Brief Objective & Detailed Scope of Work
Section-III	Instructions to Third Party Inspection Agencies (TPIAs)
Section-IV	Letter of Tender and Financial & Technical Information Forms.
Section-V	General Conditions of Contract (GCC)
Section-VI	Bill of Quantities

2. We hereby submit our proposal for said assignment upon the terms and conditions contained or referred to in the aforesaid documents.
3. We agree to keep this proposal open for acceptance for 120 days after the last date for submission of proposal and also agree not to make any modifications in its terms and conditions on our own accord.
4. We certify that the proposal submitted by us is strictly in accordance with the terms, conditions, specifications etc. as contained in this Bidding Documents, referred to in paragraph-1 above, and it does not contain any deviations to the aforesaid documents. Further, deviations, if any, which might have crept inadvertently, are automatically deemed to have been withdrawn by us without any reservation.
5. It is further certified that information furnished in the proposal submitted by us is correct to the best of our knowledge and belief.
6. This 'LETTER OF TENDER' is made in the full understanding that:

- a. Through this tender, SAPDC intends to appoint eligible third party inspection agency from India/Nepal for carrying out assignment of Inspection, testing, supervision and certification of the quality of HM works of Arun-3 HEP (900 MW), Distt. Sankhuwasabha, Nepal.
 - b. Bidding process may be subject to verification of all information submitted at the discretion of SAPDC.
7. I/We agree to abide by and fulfill all the terms and conditions and provisions of the above-mentioned tender documents.

(Signature of person duly authorized to sign the proposal on behalf of the third party inspection agency along with Seal of Company)

Name _____

Designation _____

Contact No. /Email ID _____

Witness:

Name _____

Signature _____ Designation _____ Date _____

Name of Company _____

Telephone No./Email ID _____

FINANCIAL INFORMATION

We declare that the Financial information during the last 3 years, ending 31.03.2020 (A.D.) / 31.03.2076 (B.S. Calendar) are as under:

S. No.	Period[#]	Turnover *	Net Worth *	Profit *
1.	2017-18 / 2073-74			
2.	2018-19 / 2074-75			
3.	2019-20 / 2075-76			
4.	Average for the last three (03) financial years.			

In case where Audited financial results for FY 2019-20 are not available, then a statement of account as on the closing date of FY 2019-20 depicting the Turnover, Profit and Net Worth (calculated as per laid down criteria) duly certified by their Statutory Auditor shall be enclosed with the Bid along with copy of appointment letter of the Statutory Auditor.

** As defined under sub-head B of clause 2.2 of Instructions to Third Party Agencies.*

For and on behalf of the Third Party Inspection Agency

.....

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

STATEMENT OF SIMILAR NATURE WORKS COMPLETED

We declare that we ourselves as Sole Contractor or as Partner of JV or Sub-contractor or Consultant have executed the works tabulated below during preceding 10 years (work may be started earlier) from the last day of the month previous to the one in which tender has been invited:

Sl. No.	Name of Work	Role/ Responsibilities	Capacity of Project	Name of Client/ employer	Date of LOA/ Agreement & Date of Completion

Note: -

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

For and on behalf of the third party inspection agency

.....

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

Firm's Key Professionals / Persons with Work Experience

Sr. No.	Qualification	Past Experience		Current Assignment
	Name of the person with professional qualification	No. of Years of Experience	Field of experience (Experience should be as per eligibility criteria of this tender)	Current Assignment
(1)	(2)	(3)	(4)	(5)
1				
2				
3				
4				
5				

For and on behalf of the third party inspection agency

.....

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

INSTRUCTIONS TO BE FOLLOWED FOR EXECUTION OF ALL KINDS OF BANK GUARANTEES

1. Bank Guarantee should be executed on papers of requisite value in accordance with the Stamp Act as applicable in Nepal.
2. The executing officers of the Bank Guarantee shall clearly indicate in (Block Letters), his name, designation, Power of Attorney No:/Signing Power No. etc.
3. Each page of the Bank Guarantee shall be duly signed / initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para2) under the seal of the Bank.

1. FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(Refer clause 3.0 of Section-III)

WHEREAS _____ (Name of Firm/agency) (hereinafter called "the Firm/agency") has submitted his bid dated _____ (date) for "Engagement of expert Third Party Inspection Agency (TPIA) for Inspection, testing, supervision and certification of the quality of HM works of Arun-3 HEP (900 MW), Distt. Sankhuwasabha, Nepal".

SEALED with the Common Seal of the said Bank this ___ day of _____ (Month and Year).

THE CONDITIONS of this obligation are:

1. If after Bid opening the Firm/agency withdraws his Bid during the period of bid validity specified in the Form of Bid or
2. If the Firm/agency 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 Third Party Inspection Agencies, if required; or
 - b. fails or refuses to furnish the Performance Security, in accordance with the Clause-17.0 of Section-III of Tender Document, or
 - c. does not accept the correction of the Bid Price pursuant to Clause-13.0 of Section-III of Tender Document.
 - 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 150 days after the deadline for submission of Bids as stated in the invitation to bid or as it may be extended by the SJVN Arun-3 Power Development Company Private Limited notice of which extensions(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____

SIGNATURE OF THE BANK _____

WITNESS _____

SEAL _____

(Signature, name and address)

2. FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT

(Refer clause 17.0 of Section-III)

Date:

To,
Name & Address of the Employer

We have been informed that(the "Third Party Inspection Agency/company"), having its registered office at has entered into an Agreement on2020 with you for the work of "Engagement of expert Third Party Inspection Agency (TPIA) for Inspection, testing, supervision and certification of the quality of HM works of Arun-3 HEP (900 MW), Distt. Sankhuwasabha, Nepal".

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

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

The term of this Performance Security shall commence on the date of its issuance and shall expire on the date 45 days beyond Contract Period which may be further extended till commissioning of HM works of Arun-3 HEP (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 TPIA) (hereinafter called “the TPIA/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) General Conditions of Contract;
 - e) Detailed Scope of Work;
 - f) Priced Schedule of Quantities & Prices/Bill of Quantities;
 - g) TPIA's Bid other than BOQ;
 - h) Instructions to TPIAs; and
 - i) 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

i) Name: _____
(Authorized Signatory)

ii) Name : _____

In the presence of:

Name _____

Add. _____

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

Name: _____

Designation:

In the presence of :

Name _____

Add. _____

Note: This Performa is included in the Bidding Documents only for the information of the Firm(s)/agency(ies). Only the successful firm/agency, shall, in due course, be required to fill this Performa.

SECTION-V

GENERAL CONDITIONS OF CONTRACT

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/TPIA, 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/Third Party Inspection Agency (TPIA):** means the successful TPIA who is awarded contract to perform the work covered under these tender documents and shall be deemed to include the Contractor's successors, executors, representatives or assigns.
- (v) **Employer:** means the SJVN Arun-3 Power Development Company (P) Ltd. (SAPDC), Tumlingtar, Nepal (A Subsidiary of SJVN Ltd., 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 OIC/EIC 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 (LoA):** means a letter from the Employer/EIC conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- (ix) **Main Contractor:** means the contractor executing the HM works of Arun-3 HEP, Nepal i.e. M/s Om Metals Infraprojects Limited.
- (x) **Sub-Contractor:** means any person named in the Contract as a Sub-Contractor for a part of the Works or any person to whom a part of the Works has been subcontracted with the consent of the Employer (SAPDC) and the legal successors in title to such person, but not any assignee of any such person.
- (xi) **Urgent Works:** means any urgent measures, which in the opinion of the EIC, become necessary at the time of execution and/or during the progress of work to obviate any risk of accident or failure or to obviate any risk of damage to the structure, or for any other reason the EIC may deem expedient.

2.0 INTERPRETATIONS

- (i) Any error in description, quantity or price in Bill of Quantities or any omission there from shall not vitiate the Contract or release the TPIA 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 (LoA) 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) General Conditions of Contract;
 - e) Brief Objective & Detailed Scope of Work;
 - f) Priced Schedule of Quantities & Prices/Bill of Quantities;
 - g) TPIA's Bid other than BOQ;
 - h) Instructions to TPIAs; and
 - i) Any other document forming part of the Contract

3.0 SUFFICIENCY OF TENDER

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

4.0 PERFORMANCE SECURITY DEPOSIT

4.1 The Performance Security Deposit shall comprise the following:

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

4.2 Within 30 (thirty) days from the date of issue of the Letter of Acceptance, the successful TPIA shall deposit to SAPDC a Performance Security of 5% (Five percent) of the Contract Price valid till 45 days beyond Contract Period which may be further extended till commissioning of HM works of Arun-3 HEP.

4.3 The Performance Security Deposit shall be in the form of a demand draft / FDR / Banker Cheque/ Pay order issued by a Class A bank situated in Nepal acceptable to SJVN Arun-3 Power Development Company Private Limited. The TPIA may submit the same in the form of irrevocable, valid and fully enforceable Bank Guarantee in favour of SJVN Arun-3 Power Development Company Private Limited as per format provided in tender document (Form-F) from a Class A bank situated in Nepal acceptable to SJVN Arun-3 Power Development Company Private Limited which shall be valid till 45 days beyond Contract Period which may be further extended till commissioning of HM works of Arun-3 HEP.

- 4.4 Alternatively, in case of non-submission of demand draft /Manager's Cheque/ FDR / Banker Cheque/ Pay order/Bank Guarantee towards Performance Security within the specified period, existing Bid Security / EMD already submitted to the employer shall be converted into Performance security and balance amount shall be deducted from initial payments due to the TPIA till the total amount of Performance security deposit becomes 5% of the Contract Value.
- 4.5 The performance security shall be enhanced in case of any extension and/ or increase in value of contract price. In case the extended/revised performance security is not received by the EIC within the specified period of one month, the Employer entirely at his discretion shall be at liberty to deduct the aforesaid performance security from running bills.
- 4.6 Retention money shall be deducted by the EIC from the interim bills of the TPIA @ 5% (Five percent) of the total value of each bill of the work done towards security deposit.
- 4.7 The Performance Security/Security Deposit/Retention Money amount will not earn any interest for whatsoever period retained by SAPDC.
- 4.8 The Performance Security & Retention money deposit shall be released after 45 days after successful completion of the entire Contract Period, including extension, if any, or payment of final bill, whichever is later.

5.0 PRICES AND TAXES & DUTIES:

- 5.1 The rates shall be inclusive of all cost towards providing services along with Insurance inclusive of all taxes and duties but excluding VAT and SAPDC shall not bear anything extra on this account. The rates shall be firm during the entire period of contract and no escalation shall be payable. TDS will be deducted as per laws applicable in Nepal. VAT as applicable shall be deposited/reimbursed by SAPDC on production of documentary evidence.
- 5.2 Statutory variation in taxes and duties or levy of any new tax after deadline for submission of bid will be adjusted/ reimbursed against production of documentary evidence.

6.0 CONTRACT PERIOD:

The Contract shall be valid for a period of 18 months from the issuance of Letter of Acceptance. The TPIA shall take over and commence the work within 15 days from the date of issue of Letter of Award. If the TPIA 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 Deposit/ Performance Security.

The Contract period may be extended upto the commissioning of the HM works of Arun-3 HEP in all respect on the same terms and conditions subject to satisfactory performance certification by EIC.

7.0 COMPENSATION:

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

In case, TPIA fails to depute appropriate manpower and substitute on time, recovery

shall be made from the monthly RA bill on pro-rata basis for the period of absence. Same as above, deduction @ INR 5,000/- per day shall also be made subject to maximum 5 % of Contract Price.

8.0 TERMINATION:

If the work is found to be unsatisfactory during the execution of the contract or the TPIA 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 TPIA at the risk and cost of the TPIA.

In case of failure of the TPIA 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 TPIA assigning reasons thereof. On termination of the contract, it shall be the responsibility of the TPIA 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 TPIA by such terminations, whatsoever it maybe.

9.0 INSPECTION

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

10.0 FACILITIES TO OTHER TPIAs CONTRACTORS

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

11.0 CHANGES IN CONSTITUTION

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

12.0 EIC AND HIS DECISION:

All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the EIC, except as herein otherwise provided. All notices, instructions, information and other communications given by the TPIA to the Employer under the Contract shall be given to the EIC, except as herein otherwise provided. In respect of all matters, which are left to the decision of EIC including granting or with holding of certificates, the EIC shall, if required, give in writing a decision thereon and his reasons for such decision. Such decision shall be final and binding on the TPIA.

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 TPIA shall provide additional manpower or remove excess manpower as the case may be. Payment under such conditions will be made on a pro-rata/actual basis.

14.0 PAYING AUTHORITY

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

15.0 TPIA'S RESPONSIBILITY

- 15.1 The expert TPIA shall submit to EIC the consolidated report of the work carried out during the month with RA bill with the certificate that the work has been done as per Technical Specifications.
- 15.2 The TPIA shall be responsible to make arrangements for boarding, lodging & local conveyance of its entire staff on its own cost and expenditure. No payments/reimbursements on this account will be made by SAPDC.
- 15.3 The TPIA shall adhere to safety practices and avoid hazardous and unsafe working conditions and shall comply with the safety rules in force from time to time.
- 15.4 It shall be the TPIA'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 TPIA shall keep the SAPDC indemnified against all the claims and liabilities.
- 15.5 In the event of variation of scope of work with regards to services required being reduced or increased the minimum manpower requirement on part of SAPDC may decrease or increase in the event of which, the TPIA shall provide additional manpower or remove excess manpower as the case may be. Payment under such conditions will be made on a pro-rata/actual basis.
- 15.6 The TPIA shall maintain good standard of services as indicated. The performance of the TPIA will be reviewed on monthly basis and in case the services are not found up to the mark, the contract will be terminated even before the expiry of contract period by giving one month's notice.
- 15.7 TPIA shall submit the following documents as part of its works for this assignment Daily, Monthly and Quarterly Progress Reports of all the HM works inspected/witnessed as per the following details:
 - i. Summary of all the inspections carried out and details of every activity, component-wise.
 - ii. NDT Reports,
 - iii. Failure reports, if any
 - iv. Issue of NCs and closure of NCs.
 - v. Quality Certificate for the activities
 - vi. Final Report as per the format provided to them by SAPDC.

- 15.8 The manpower may also be deployed in the night shift at site and workshop as per requirement of the work and as per directions of EIC.
- 15.9 Schedule of work: Working hours for deployed manpower shall be generally 8-9 hours as per work requirement or as directed by the EIC 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.
- 15.10 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.
- 15.11 In case of leave of any staff, TPIA/ contractor will make arrangement of his replacement as per the provision of the contract.
- 15.12 If during contract period any of the staff/Engineer does not perform well as per requirement of the contract, the same shall be replaced with experience staff/Engineer by the TPIA within 7 days along with prior intimation to EIC.
- 15.13 TPIA will make his own arrangement for office space for their staff at site and workshop and other necessary items such as office furniture, stationary, computer, files etc. and other items required for submission of the reports.
- 15.14 A TPIA agency will also ensure to provide proper communication facilities to their staff, so that communication gap shall not be felt during execution of works between SAPDC and Contractor agency staff/Engineers.
- 15.15 Safety and security of manpower is the solely responsibility of the TPIA.
- 15.16 In case, any manpower is sent on tour to India for performing/witnessing tests and other activities as per direction of EIC e.g. Fabrication workshop of Gates & hoists at M/s Om Metals Workshop, Kota, Rajasthan, Actual fare by second class AC train from Siliguri/ Jogbani on production of proof and INR 2000/- per day shall be paid for accommodation on the basis of proof. No DA shall be payable.
- 15.17 For movement of Engineer/JE of TPIA within Nepal as per direction of EIC for official works, travelling expenses will be paid as per entitlement of E2 level officer of SAPDC on production of bill.
- 15.18 All claims as detailed under 15.16 & 15.17 above shall be submitted alongwith the monthly bills.

16.0 EMPLOYER'S RESPONSIBILITY

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

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

17.0 SAFETY:

The TPIA shall have to ensure safety of all the manpower deployed by them while

working. The TPIA shall provide & make all necessary gadgets/arrangements for safety of his workmen. The Employer shall not, in any way be responsible for accident minor, major or fatal to any of his manpower or for any damage arising there from during the pendency of the contract, which shall be the sole responsibility of the TPIA. The insurance charges of the workmen shall be borne by the TPIA. Protective equipment like safety belt, safety shoes, safety helmets, gloves etc. shall be supplied by the TPIA to the manpower and shall be used particularly when working in electrically charged areas. Special precaution should be taken and/or EIC should be contacted before entering the electrically charged areas. The TPIA 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 TPIA shall take the Workmen Compensation insurance policy etc. as applicable for his manpower engaged for the works and shall submit the proof of the policy to the EIC within 15 days of commencing the work. All costs on account of insurance liabilities covered under the Contract will be on TPIA's account and shall be deemed to be included in the quoted rates.

19.0 SUBLETTING OF CONTRACT

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

20.0 TPIA'S SUPERVISION

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

21.0 REMOVAL OF TPIA'S MEN

The TPIA shall employ on the execution of the Works only such persons as are skilled and experienced in their respective trades and the EIC shall be at liberty to object to and require the TPIA to remove from the works any persons employed by the TPIA on the execution of the works who, in the opinion of the Engineer-in-charge misconducts himself or is incompetent or negligent in the proper performance of his duties. The TPIA shall forth-with comply with such requisition and such person shall not be again employed upon the works without permission of the EIC. Any person so removed shall be replaced immediately.

22.0 FORCE MAJEURE

22.1 In the event of either party being rendered unable by Force Majeure to perform any

obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

22.2 The term “Force Majeure” as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the Contract, Flood, Acts and Regulations of respective government of the two parties, namely SAPDC and the service provider.

22.3 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said cause by giving notice to the other party within 72 days of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, SAPDC shall have the option of cancelling this contract in whole or part at his discretion without any liability at his part.

22.4 Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

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

23.1 If the TPIA:

- i) commits default in complying with or commits breach of any of the conditions of the Contract and does not remedy it or take effective steps to remedy it immediately after a notice in writing is given to him by the EIC; or
- ii) fails to complete the Works or any item of Works within the time specified in the contract or any extended time under the Contract and does not complete the Work(s) or any item of Work(s) within the period specified in a notice given in writing by the EIC; or
- iii) is engaged in corrupt or fraudulent practices in competing for or in the execution of the Contract. For the purpose of this clause.
 - a) ‘Corrupt Practice’ means offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement or execution of Contract.
 - b) ‘Fraudulent Practice’ means mis-representation of fact in order to influence the tendering process or the execution of a Contract and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition.
- iv) being an individual, or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation for the purpose of amalgamation or reconstruction under any insolvency Act for the time being in force or make any conveyance or assignment of his effective or composition or arrangement for the benefit of his creditors or purport as to do, or if any application be made under any insolvency Act for the time being in force for the

sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or

- v) being a company shall pass a resolution or the Court shall make an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
- vi) shall suffer an execution in an execution being levied on his goods; or
- vii) assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not being incorporated in the work shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Engineer-in- Charge.

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

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

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

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

24.1 If at any time after acceptance of the tender the Employer decides to abandon or reduce the scope of the Works for reason whatsoever and hence does not require the whole or any part of the Works to be carried out, the EIC shall give notice in writing to that effect to the TPIA, and the TPIA 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 TPIA shall, if required by the EIC, furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.

25.0 TERMINATION OF CONTRACT ON DEATH:

If the TPIA is an individual or a proprietary concern and the individual or the proprietor dies, or if the TPIA 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 TPIA or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners are capable of carrying out and completing the contract, the EIC shall be entitled to terminate the Contract as to its uncompleted part without the

Employer being in any way liable to payment of any compensation whatsoever on any account to the estate of the deceased TPIA and/or to the surviving partners of the TPIA's firm on account of termination of the Contract. The decision of the Engineer-in-Charge that the legal representatives of the deceased TPIA or the surviving partners of the TPIA's firm cannot carry out and complete the Works under the Contract shall be final and binding on the parties. In the event of such termination, the Employer shall not hold the estate of the deceased TPIA and/or the surviving partners of the TPIA's firm liable for damages for not completing the Contract. Provided that the power of the EIC of such termination of contract shall be without prejudice to any other right or remedy, this shall have accrued or shall accrue to him under the Contract.

26.0 COMPLETION CERTIFICATE:

26.1 The work shall be completed to the entire satisfaction of the EIC and in accordance with the time mentioned in this document. As soon as the Works under the Contract is completed as a whole, the TPIA shall give notice of such completion to the EIC. The EIC, within two week of receipt of such notice, shall inspect the work and shall satisfy himself that the Work(s) has been completed in accordance with the provisions of the Contract and then issue to the TPIA a certificate of completion indicating the date of completion.

26.2 No certificate of completion shall be issued as stipulated under **Clause 26.1** above nor Work be considered to be completed unless the TPIA shall have removed from the work site and/or premises all his belongings/temporary arrangements brought/made by him for the purpose of execution of the work and clean the site and/or premises in all respects and made the whole of the site and or premises fit for immediate occupation/use to the satisfaction of the EIC. If the TPIA 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 TPIA, fulfill such requirements and remove/dispose off the TPIA's belongings/temporary arrangements, as aforesaid, and the TPIA shall have no claim in this respect except for any sum realized by the sale of TPIA's belongings/temporary arrangements less the cost of fulfilling the said requirements and any other amount that may be due from the TPIA. Should the expenditure on the aforesaid account exceed the amount realized by sale of such TPIA's belongings/temporary arrangements than the TPIA 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 In case of non-deployment of manpower as per BOQ in a month, payment shall be made against actual deployed manpower for that month as per following:

Payable amount = {no. of man days actually deployed for that month ÷ total man days required to be deployed as per Annexure-I for that month x Awarded rate (per month)}

For Example: For the above work, total no. of manpower as per BOQ is four (04).

Suppose bidder has not deployed 1 person for 10 working days in a month, and awarded rate against item no. 1 of BOQ is NPR 10,000/- per month. The amount to be paid shall be calculated as follows.

Total no. of working man days required in a month as per BOQ is $26 \times 4 = 104$.

Total no of working man days actually provided under item no 1 of BOQ is $\{3 \times 26 + 1 \times 16\} = 94$

Amount to be paid to the contractor for that particular month is $= \{94/104 \times 10000\} = 9,038.46$ say 9,038/-

In case of increased or decreased manpower in as per directions of EIC, the above illustration may be referred.

- 27.4** The TPIA shall submit the consolidated report of the work carried out during the month with RA bill with the certificate that the work has been done as per Technical Specifications.
- 27.5** 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.
- 27.6** The payment will be released to the TPIA within 30 days of submission of bill complete in all respects after effecting statutory deductions through NEFT/ RTGS on certification of bills by EIC or his authorized representative including verification of attendance record and consolidated report of work done etc.
- 27.7** TDS will be deducted as per laws applicable in Nepal. VAT as applicable shall be deposited/reimbursed by SAPDC on production of documentary evidence.
- 27.8** Payment on account for amount admissible shall be made on the EIC certifying the sum to which the contractor is considered entitled by way of interim payment for the work executed, after deducting there from the amounts already paid if any, the security deposit and such other amounts as may be withheld/deductible or recoverable in terms of the Contract.
- 27.9** In case of disputed items for which payment has been withheld, the EIC will intimate to the TPIA in writing the details of such disputed items. The TPIA shall submit in writing the clarifications / modifications in regard to these disputed items to the EIC. After receipt of such clarifications / modifications and acceptance thereof by the EIC payment on receipt of such disputed items shall be released within 30 days thereafter.

28.0 PAYMENT OF FINAL BILL:

The final bill shall be submitted by the TPIA within one month of the date fixed for completion of the Work or of the date the Certificate of Completion furnished by the EIC whichever is later. No further claim in this regard unless as specified herein under shall be entertained. Payment shall be made within 3 months, of the submission of Final bill. If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of three months. The TPIA 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 TPIA

for any matter or thing arising out of or in connection with the Contract or execution of the Works, unless the TPIA 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 it any time thereafter may become due to the TPIA 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 TPIA or alleged to have been done by him under the Contract, it shall be recovered by the Employer from the TPIA by any or all of the methods prescribed above, and if any under-payment is discovered, the amount shall be duly paid to the TPIA by the Employer.

29.4 Provided that the aforesaid right of the Employer to adjust overpayments against amounts due to the TPIA 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 TPIA under the MINUS final bill is communicated to the TPIA.

29.5 Any sum of money due and payable to the TPIA (including the security deposit returnable to him) under the Contract may be withheld or retained by way of lien by the EIC or Employer against any claim of the Employer or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the TPIA with the EIC or Employer or with such other person or persons. The sum of money so withheld or retained under this clause by the EIC or Employer will be kept withheld or retained as such by the Engineer-in- Charge or Employer or till his claim arising out of in the same Contract or any other contract is either mutually settled or determined by the arbitrator under **Clause 31** hereof, or by the competent court.

30.0 SETTLEMENT OF DISPUTE:

30.1 A notice of the existence of any dispute or difference in connection with this Contract, shall be served by either party within 30 days from the date of existence of such dispute or difference or after the attempt by the parties to the Contract for amicable settlement as per **clause 30.2** has failed, whichever is later, failing which all rights and claims under this Contract shall be deemed to have been forfeited and absolutely barred.

30.2 No dispute or difference arising between the parties relating to or in connection with the Contract shall be referred to arbitration unless an attempt has first been made to

settle the same amicably.

31.0 ARBITRATION:

In case of any dispute arising in out of above conditions, the matter will be initially referred to the sole arbitration nominated by CEO, SAPDC Limited. However, if dispute still remains unresolved then the dispute will be resolved as per applicable dispute resolving mechanism under Nepal's Arbitration Act. 2055. For un-resolved disputes, the Courts of Chainpur, Sankhuwasabha shall have the jurisdiction to adjudicate upon the matter.

32.0 LAW GOVERNING CONTRACT

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

33.0 CONTRACT MATTERS TO BE TREATED AS CONFIDENTIAL

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

SECTION-VI

BILL OF QUANTITIES

SCHEDULE-A (Bill of Quantity)

Name of work: PCD-180 "Engagement of expert Third Party Inspection Agency (TPIA) for Inspection, testing, supervision and certification of the quality of HM works of Arun-3 HEP (900 MW), Distt. Sankhuwasabha, Nepal."

Sr. No.	Description	Location for deployment of manpower	Unit (No. of Persons/month)	Period in months	Rates may be filled in INR/ NPR or combination of both				Amount in INR (Figures)	Amount in NPR (Figures)
					Unit rate per month in INR inclusive of taxes and duties excluding VAT		Unit rate per month in NPR inclusive of taxes and duties excluding VAT			
					Figures	Words	Figures	Words		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	10= (4)x(5)x(7)	(11) = (4)x(5)x(9)
1	Providing Mechanical Engineer (B.Tech/ Diploma) for inspection, testing, supervision and certification of the quality of HM works with 4/6 years' experience in relevant field and ASNT/ ISNT Level II.	Nepal	4	18						
Total = (10) + (11)										
Discount if any in percentage (%)										

Notes:

1. Additional Manpower if required by SAPDC shall be provided by TPIA at same rate and term & conditions.
2. The aforesaid period in months shall be extendable till commissioning of HM works of Arun-3 HEP at same rate and terms & conditions.

Date:

For and on behalf of the TPIA

Place:

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

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

INTEGRITY PACT

Between

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

And

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

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

WHEREAS the Employer proposes to procure under laid down organizational procedures,
contract for "Engagement of expert Third Party Inspection
Agency (TPIA) for Inspection, testing, Supervision
and certification of the quality of H/M works
of Arun-3 HEP (900 MW), Distt. Sankhuwasabha,
Nepal."

....."and the Bidder/Contractor is willing to offer against
NIT No.: SAPDC/P&C/PED-180/2020-731 dated 07/09/2020.

NOW, THEREFORE,

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

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

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

1.0 Commitments of the Employer

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

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

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

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



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

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

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



4.0 Previous Transgression

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

5.0 Earnest Money (Security Deposit)

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

6.0 Sanctions for Violations

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



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

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

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

7.0 Independent External Monitor(s)

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

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

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

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

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

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



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

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

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

8.0 Facilitation of Investigation

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

9.0 Law and Place of Jurisdiction

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

10.0 Other Legal Actions

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

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

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


11.0 Validity

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

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



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

Employer 


Name of the Officer: **Vivek Sharma**

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

Place-----

Date-----

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

(Name and address) 

2. ANUPAM SHARMA

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

Bidder

(Authorised Person)

(Name of the Person)

Designation

Place-----

Date-----

Witness1. _____

(Name and address)

2. _____

(Name and address)

GUIDELINES ON BANNING OF BUSINESS DEALINGS

1.0 Introduction

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

2.0 Scope

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

3.0 Definitions

In these Guidelines, unless the context otherwise requires:

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



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

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

4.0 Initiation of Banning / Suspension

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

5.0 Suspension of Business Dealings.

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



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

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

7.0 Banning of Business Dealings

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

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

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



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

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

9.0 Show-cause Notice

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

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

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

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

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

10.0 Appeal against the Decision of the Competent Authority

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

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

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

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



FORM OF DECLARATION OF ELIGIBILITY

UNDERTAKING

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

(Seal & signature of the Contractor)