

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

(एसजेवीएन की पूर्ण स्वामित्व वाली अधीनस्थ कंपनी)

(A wholly owned subsidiary of SJVN)

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



Ref. No.: SAPDC/P&C/Arun-3 HEP/PPR-149/2023-179

Date:24.03.2023

NOTICE INVITING QUOTATIONS (NIQ)

Sealed quotations are herewith invited by SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC/Employer) from the eligible Bidder/Suppliers of Nepal for “**Supply, Transportation, Installation, Commissioning & Testing of UPS along with Batteries and related accessories for (Tumlingtar, Phukhuwa, Phaksinda, Bhojpur & Khotang) as per Technical Specification at Annexure-B & as per Scope of work at Annexure-C. (PPR- 149/2023)**” as per the details provided here-in-below: -

Sr. No.	Description	Remarks
1.	Bill of Quantities (BOQ)	<i>Refer Annexure 'A'</i>
2.	Technical Specifications	<i>Refer Annexure 'B'</i>
3.	Scope of work	<i>Refer Annexure 'C'</i>
4.	Form of declaration	<i>Refer Annexure 'D'</i>
5.	Bank Account Details	<i>Refer Annexure 'E'</i>
6.	Integrity Pact	<i>Refer Schedule 'F'</i>

TERMS & CONDITIONS (T&C):

1. Minimum Qualifying Requirements:

- The firm/bidder should be manufacturer/authorised distributor/authorised supplier/authorised reseller for item(s) of BOQ for which Bidder is submitting the bid. In addition to above, the suppliers who deals in electrical equipments, It Equipments etc. can also participate in bidding subject to furnishing of a certificate from authorised supplier/reseller/ manufacturer for this particular work/assignment/contract.
- The technical specification of the offered Make/Brand/model of item (s) shall be equivalent or higher than the specifications mentioned under Technical Specifications (Annexure-B). Further offered make/Brand shall be as per BOQ (Annexure-A).

2. Submission of Bid:-

The bidder must submit the bid in the following **two separate sealed envelopes {PART-I (Envelope-1) & PART-II (Envelope-2)}** clearly indicating the contents therein duly super scribed as under and these two envelopes should be enclosed in a single sealed envelope/cover super scribed as “Supply, Transportation, Installation, Commissioning & Testing of UPS along with Batteries and related accessories for (Tumlingtar, Phukhuwa, Phaksinda, Bhojpur & Khotang) as per Technical Specification at Annexure-B & as per Scope of work at Annexure-C. (PPR- 149/2023)” and submitted at the address of the undersigned and must reach this office through courier or by post or by hand on or before **14.04.2023 by 1500 Hrs.** and same shall be

opened on **16.04.2023 at 1600 Hrs.** in presence of authorized representative of firms who choose to attend.

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

PART-I (Envelope-1):-

- i. Original Earnest Money Deposit (EMD) (as per Sr. No.9).
- ii. The firm shall submit PAN/VAT/Registration certificate.
- iii. Authorization certificate supporting with requisite Documents for meeting out criteria laid down at Sr. No. 1.a. above.
- iv. Bidder shall submit the Undertaking for Compliance of minimum Technical Specification of the item(s) for which rates have been quoted, for meeting out criteria laid down at Sr. No. 1.b. above by the duly filled with YES/NO/Mentioning the corresponding specifications in the Undertaking for Compliance of minimum Technical Specifications at Annexure-B. Further, Deviation, if any considered by the bidder as per Annexure-B, then the same shall be examined by the Indenting Department of SAPDC in line with Technical specification whether the same is acceptable or not. In case of non-acceptance by the Indenting Department of SAPDC the bid may be rejected. Further, Annexure-B shall be made the part of Supply order/LOA.
- v. Duly filled in & signed ‘Form of declaration’ as per Annexure-D.
- vi. Bank Account Details as per Annexure-E.
- vii. Integrity Pact as per Schedule ‘F’.

PART-II (Envelope-2):-

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

3. Opening of Bid:-

The bid shall be opened in the following sequence:-

- i. First, the envelope Part-I shall be opened.
 - ii. Part –II (Price Bid) shall be opened subsequently, if no clarification is required from the Bidder(s). In case clarification is sought from the Bidder(s), separate intimation shall be given for opening of Price Bid(s) of responsive bidder(s).
4. No material and T&P will be issued by SAPDC.
5. **Completion period:** Period of delivery of material shall be 45 days to be reckoned from date of issuance from Supply Order/Letter of Acceptance (LOA) including Supply & transportation etc. complete in all respect as per scope of work. Installation shall be completed within 30 days after delivery of material.
6. **Bid Validity:** The bid (s) shall be valid for 90 days from the opening of bid(s).
7. **Prices:-** The supplier/bidder shall offer rates & prices “on Firm Price Basis”. The quoted rates for item(s) shall be inclusive of VAT, Supply, loading & unloading, transportation, installation, commissioning & testing etc. charges and SAPDC shall not bear anything extra on this account. Any statutory variation in the rate of taxes after the last date of submission of bid (if any), during

the currency of the contract including extension thereof shall be reimbursed/adjusted on production of documentary proof.

Rates & amount should be filled in both figures and words. In case of ambiguities in between the rate in figures and the rate in words, the rate quoted in words shall prevail and the amount shall be corrected accordingly. The SAPDC reserves the right to adjust arithmetical or other errors in any tender/quotation in the way which it considers suitable.

Further, only unconditional discount offered at appropriate place in the BOQ shall only be considered for evaluation of the bid, discount offered at any other place or in any other document/letter submitted by the bidder along with the bid shall not be considered for the purpose of evaluation as well as award. Further, the bidder shall quote rate and amount inclusive of VAT, any other charges/taxes/VAT mentioned at any other place/document/letter by the bidder/supplier shall also for not be considered evaluation as well as award.

8. **Payment:** The payments will be made in the following manner:

- (i) 80% Payment of the contract price shall be made after the receipt of item(s)/material/good(s) in full quantity in good condition, on submission of bill and inspection report issued by Officer-in-Charge (OIC).
- (ii) Balance 15% payment of the contract price shall be paid after the Installation etc. complete as per Scope of Work to the satisfaction of OIC and issuance of work/Assignment completion certificate.
- (iii) Five percent (5%) amount of the contract price shall be retained by SAPDC which shall be released after completion of guarantee period reckoned from the supply of item(s)/material/goods upon recommendation and submission of satisfactory performance certificates by OIC. No interest shall be paid on the retained amount.

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

a. EMD amounting to **NPR 51,000/-** shall be required to be submitted with the proposal in either of the form:

i. Bank Guarantee in favour of SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC) 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/NIQ at **Annexure-I**. EMD shall remain valid for a period of the proposal (i.e **120 days from the last date of submission of bid**) or beyond any period of extension subsequently requested.

or

ii. FDR(issued by a "A" Class Nepalese Bank/Scheduled Bank of India shall only be acceptable) duly pledged in favour of SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC)

or

iii. Manager's cheque (issued by a "A" Class Nepalese Bank shall only be acceptable) in favour of **SAPDC-NPR CONSTRUCTION ACCOUNT** payable at Khandbari.

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

- c. EMD of the bidder(s) shall be forfeited, in the event of non-compliance of Supply Order/Letter of Acceptance (LOA) by the successful bidder(s)/supplier(s). Further, in the event of forfeited/deducted amount from the EMD shall be @ 2% of the contract price/awarded value of respective successful bidder/supplier.
- d. The EMD of unsuccessful bidders shall be released within 28 days without any interest after the issuance of Letter of Acceptance to the successful bidder(s)/supplier(s) and the EMD of the successful bidder shall be released within 28 days after the receipt of completion certificate of Work/assignment, issued by OIC.
- e. No interest shall be payable by SAPDC on EMD.

10. **Award Criteria:**

- (i) The bid shall be evaluated on item wise L-1 basis and the award shall be made based on the lowest rate/amount quoted by the Bidder/Supplier as per **Annexure-A** in the Bill of Quantities.
- (ii) If, Bidder(s) quote Zero/Nil/left Blank/ (-) rate(s) against any item(s) of BOQ then it will be presumed that bidder(s) has/have quoted the rate(s) for that item(s) in any other item(s) of the BOQ. In that case Zero (0) rate(s) shall be considered for the purpose for evaluation as well as award.

11. **Liquidated Damages (LD):** In case of delayed delivery, LD @ 0.27% of contract price per day of delay in completion shall be levied subject to maximum of 5% of the contract price (cumulative or individual LD in terms of clause at Sr.No.11 & at Sr.No.15).

In case the supplier fails to supply the material within 94 days from the date of issue of supply order, SAPDC reserves the right to terminate the supply order and EMD shall be forfeited/encashed.

12. *Clause deleted without change in Serial No.*

13. **Force Majeure:** The term "Force Majeure" shall herein mean riots (other than among the Vendor's employees), Civil Commotion (to the extent not insurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires not caused by Vendor's negligence and other such causes over which the Vendor has no control and are accepted as such by the Officer-in-Charge (OIC), whose decision shall be final and binding. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party alleging that it has been rendered unable as aforesaid, thereby shall notify within 10 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.

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

14. **Packing:** The supplier, wherever applicable shall properly pack and stack all materials/goods in such a manner as to protect them from deterioration and damage during transportation. The supplier shall be responsible for all damage due to improper packing.
15. **Replacement:** If the material/goods or any portion thereof is damaged or lost during transit, SAPDC shall give notice to the supplier setting forth particulars of such material/goods damaged or lost during transit. The replacement of such material/goods shall be affected by the supplier within 38 days (reckoned from the date of notice given by SAPDC to the supplier), to avoid unnecessary delay in the intended usage of the materials free of cost to the SAPDC.

Further, if replacement shall not be made within the above said time, then the additional LD @ 0.27% of contract price per day of delay shall be levied.

The levied LD shall be subject to maximum of 5% of the contract price (cumulative or individual LD in terms of clause at Sr.No.11 & at Sr.No.15)

16. **Rejection:** In the event that any of the material/goods supplied by the supplier is found defective in material or workmanship or otherwise not in conformity with the specification, SAPDC shall either reject the material/good(s)/Item(s) or request the supplier in writing to rectify/replace the same. The supplier, on receipt of such notification shall rectify/replace (As directed by the OIC/EIC) the defective material/good(s)/item(s) free of cost to the SAPDC. Decision of OIC/EIC (SAPDC) shall be final and binding on the supplier(s).
17. **Demurrage, Wharfage etc.:** All demurrage, wharfage and other expenses incurred due to delayed clearance of the material/goods or any other reason shall be on the account of the supplier.
18. **Guarantee/Warrantee:** Guarantee/Warrantee of UPS along with battery, Battery rack and connection materials with complete installation shall be minimum for 12 months or as per the Policy of Original Equipment Manufacturer (OEM), whichever is higher. In case of any complaint/repair required during Warranty/Guarantee period, the vendor/ supplier will respond within Seven days and ensure rectification within two weeks' time from the date of lodging of complaint. The supplier shall either rectify or replace the defective item(s)/material(s) free of cost to SAPDC within Guarantee/Warrantee period.

If, supplier fails to perform such obligation(s), then the retained amount/BG as per clause No.8(iii) may be forfeited/ encashed by the SAPDC.

19. **Consignee:** The material/ goods under this Contract shall be dispatched to Consignee at address mentioned below:

Chief Engineer/Head (Store),
Satluj Bhawan, Arun Sadan,
SAPDC, Tumlingtar,
Distt. Sankhuwasabha, Nepal.
(Mobile No.: 9852058138, 9852099567)
Email: store.sapdc@gmail.com

20. **Inspection:** Inspection of the item(s)/material shall be carried out by OIC or his authorized representative at Store/ locations as mentioned in the BOQ/Scope of Work. OIC shall ensure the

technical specification(s), make/brand/model (If applicable) of the supplied item(s) is/are as per NIQ/LOA.

21. **Clause deleted without change in Serial No.**

22. **Resolution of Dispute:** In case of any dispute or difference that arises out of the subject cited supply, the same shall be referred to the Sole Arbitrator, who shall be appointed by the CEO, Arun-3 HEP, SAPDC, Tumlingtar. The award of the arbitrator shall be final and binding on both the parties.

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

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

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

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

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

Sr.No	Name of IEMs	Address of IEMs
1	Smt. Archana Pandey Tiwari, IRS (Retd.)	C-32, Nangal Dewat, Vasant Kunj, New Delhi-110070 Email: ampandey2001@yahoo.com

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

24. Corrigendum/Addendum, if any to NIQ shall be uploaded only on <http://sjvn.nic.in/tender.htm> & <http://www.sapdc.com.np/pages/tender>.

25. SAPDC reserves the right to reject any or all the tenders without assigning any reason thereof.

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

Name	Designation	Contact No.	Address
Er. Rakesh Singh	Chief Engineer (P&C)	Tel no: +977-029-575154	Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal.

27. General Information:

Access to Project Sites:

To reach the site of Arun-3 HEP Nepal the nearest broad-gauge railway station is Jogbani, Bihar (India) and further by road up to Tumlingtar is about nearly 264 Km. Jogbani in Bihar is a city of India with Nepal border and is just 6.00 Km. from Biratnagar (a major industrial town of Nepal).

Road conditions in different road segment en-route are as under:

- a. Jogbani to Hile:- Hile is located at a distance of 118 Km from Jogbani and the existing road up to Hile is black topped road and in good condition. Hile is at EL 1920 m from sea level.
- b. Hile to Tumlingtar (Hill road route):- This route is about 111 Km and the road partially is black topped and kuchhaup to Chainpur (EL 1285m) and Chainpur to Tumlingtar is black top.
- c. Tumlingtar is also connected to Kathmandu by air by around thirty-five minutes journey.

For & on the behalf of SAPDC

Sd/-

Chief Engineer (P&C)

Satluj Bhawan, Arun Sadan,

SAPDC, Tumlingtar,

Distt. Sankhuwasabha, Nepal

Ph. +977-29-575154,

E-mail Address: pnc.sapdc@gmail.com

BILL OF QUANTITIES

Name of Work/Assignment: (PPR-149/2023) “Supply, Transportation, Installation, Commissioning & Testing of UPS along with Batteries and related accessories for (Tumlingtar, Phukhuwa, Phaksinda, Bhojpur & Khotang) as per Technical Specification at Annexure-B & as per Scope of work at Annexure-C.”

Sr. No	Description of items along with specification	Acceptable Makes/ Brands	Unit	Qty	Offered Make/ Brand/Model (If applicable) to be filled by the bidder	Rate (NPR) Including of VAT, Supply, transportation, Installation Commissioning, Testing & etc. charges		Amount (NPR Including of VAT), Supply transportation Installation, Commissioning & testing etc. charges
						In Figures	In Words	
1.	Online UPS (20KVA) 192 Volt single phase DC system, with three phase AC input and single-phase pure sine wave AC output	S POWER/Sc händler’s/A PC/ Eaton	Nos	1				
2.	Batteries (35Ah) 12 V Lead Acid Type Battery	Exide only	Nos	106				
3.	Batteries (100Ah) 12 V Lead Acid Type Battery	Exide only	Nos	12				
4.	Battery Racks with DC Cable Suitable Size for 16 nos of 35 Ah battery MS Material made battery rack having standard size as per required battery quantity, Size and KVA ratings of UPS (Reffer	Standard for Required UPS and Battery Set	Set	5				

<p>TS).Rack shall be painted with anticorrision type paint,Standard size of DC cable with all fitting materials like lugs ,tape etc.</p>							
<p>Battery Racks with DC Cable Suitable Size for 10 nos of 150 Ah battery MS Material made batterry rack having standard size as per required battery quantity,Size and KVA raings of UPS (Reffer TS).Rack shall be painted with anticorrision type paint,Standard size of DC cable with all fitting materials like lugs ,tape etc.</p>	<p>Standard for Required UPS and Battery Set</p>	<p>Set</p>	<p>1</p>				
<p>Battery Racks with DC Cable Suitable size for 10 nos of 35Ah battery MS Material made batterry rack having standard size as per required battery quantity,Size and KVA raings of UPS (Reffer TS).Rack shall be painted with anticorrision type paint,Standard size of DC cable with all fitting materials like lugs ,tape etc.</p>	<p>Standard for Required UPS and Battery Set</p>	<p>Set</p>	<p>1</p>				

<p>Battery Racks with DC Cable Suitable Size for 8 nos of 35 Ah battery MS Material made battery rack having standard size as per required battery quantity,Size and KVA raings of UPS (Reffer TS).Rack shall be painted with anticorrision type paint,Standard size of DC cable with all fitting materials like lugs ,tape etc.</p>	<p>Standard for Required UPS and Battery Set</p>	<p>Set</p>	<p>2</p>				
<p>Battery Racks with DC Cable Suitable Size for 4 nos of 100 Ah battery MS Material made battery rack having standard size as per required battery quantity,Size and KVA raings of UPS (Reffer TS).Rack shall be painted with anticorrision type paint,Standard size of DC cable with all fitting materials like lugs ,tape etc.</p>	<p>Standard for Required UPS and Battery Set</p>	<p>Set</p>	<p>3</p>				

5.	Online UPS (8KVA) 192 Volt single phase DC system, with Single phase AC input and pure sine wave AC output	S POWER/Sc händler's/A PC/ Eaton	Nos	1				
6.	Home UPS (3.5 KVA) 48 Volt single phase DC system, with Single phase AC input and pure sine wave AC output	S POWER/Sc händler's/A PC/ Eaton	Nos	3				
7.	Online UPS (5KVA) 192 Volt single phase DC system, with Single phase AC input and pure sine wave AC output	S POWER/Sc händler's/A PC/ Eaton	Nos	3				
8.	Home UPS (5KVA) 96 Volt single phase DC system, with Single phase AC input and pure sine wave AC output	S POWER/S chändler's/A PC/ Eaton	Nos	1				
9.	Online UPS (3KVA) 48 Volt single phase DC system, with Single phase AC input and pure sine wave AC output	S POWER/Sc händler's/A PC/ Eaton	Nos	1				
Total Amount (NPR) Including of VAT, Supply, Transportation, Installation, Commissioning & Testing etc. charges complete in all respect as per scope of work								
Overall Discount offered, if any (%)								
Net Amount after offered discount (NPR)								

Note

- 1) Only unconditional discount offered at appropriate place in the BOQ shall only be considered for evaluation of the bid, discount offered at any other place or in any other document/letter submitted by the bidder alongwith the bid shall not be considered for the purpose of evaluation as well as award. Further, the bidder shall quote rate and amount as above, the other charges/taxes mentioned at any other place/document/letter by the bidder/supplier shall not be considered for evaluation as well as for award.
- 2) Offered Make/Model/Brand(If applicable) should be filled by the bidder for which quoting the rates.

Date:

Place:

For and on behalf of the bidder /Supplier

.....

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

Annexure-‘B’**Undertaking for Compliance of minimum Technical Specification of the item(s)
(PPR-149/2022)**

Parameters	Item Description along with Technical Specifications/Required Specification	Compliance filled by the Bidder as either YES / NO /Mentioning the corresponding specification
Online UPS (20KVA)		
Make	SPOWER/Schindler's/APC/Exult/Eaton	
Type	Online UPS	
Capacity	20KVA,192 Volt DC Single Phase Efficiency: >94% AC- AC,	
Input	PF :0.99 (full load) Volt: 380+ 25% VOLT THREE PHASE (3PH+N+G WIRE) Frequency: 50 Hz + 10%	
Output	Output Volt: 220V+ 1% (Adjustable) SINGLE PHASE Output Frequency: 50 HZ ± 0.5% Out Put Power Factor 0.8 lagging to unity	
Standard	ISO 9001:2015 & CE certify company	
Others Details	MODEL: DS External Battery IGBT Based technology, Double conversations LOW FREQUENCY UPS Galvanic Isolation Transformer for input & output CHARGING IGBT RECTIFIER PURE SINE WAVE CREST FACTOR: 3:1 Harmonic Distortion <2% linear load <3% nonlinear load CHARGING CURRENT 10 AMPERE (ADJUSTABLE) LCD Display: I/O Voltage, frequency, load level, battery level, Noise level: <65db OVER Load: 125% 1min 150% 40 M sec SNMP CARD WITH SOFTWARE. (OPTIONAL) BYPASS: Manual/Automatic (WITH HI/LOW CUT OFF) 100% OUTPUT LOAD SAFETY GUARANTEE	

Parameters	Item Description along with Technical Specifications /Required Specification	Compliance filled by the Bidder as either YES / NO /Mentioning the corresponding specification
Online UPS (8KVA)		
Make	S POWER/Schindler's/APC/Exult/Eaton	
Type	Online UPS	
Capacity	8 KVA, 192 Volt DC SINGLE PHASE Efficiency: >94% AC- AC	
Input	PF :0.99 (full load) Volt: 165-280 VAC SINGLE PHASE (1PH+N+G WIRE) Frequency: 50 Hz + 10%	
Output	Volt: 220V \pm 1% (Adjustable) SINGLE PHASE Frequency: 50 HZ \pm 0.5% Power Factor 0.8 lagging to unity	
Standard	ISO 9001:2015 & CE certify company	
Others Details	MODEL: DS IGBT Based technology, Double conversions LOW FREQUENCY UPS Galvanic Isolation Transformer for input & output CHARGING IGBT RECTIFIER PURE SINE WAVE CREST FACTOR: 3:1 Harmonic Distortion <2% linear load <3% nonlinear load CHARGING CURRENT 10 AMPERE (ADJUSTABLE) LCD Display: I/O Voltage, frequency, load level, battery level, temperature, low battery, fault, overload, and many more details with error. 100% OUTPUT LOAD SAFETY GUARANTEE	

Parameters	Item Description along with Technical Specifications /Required Specification	Compliance filled by the Bidder as either YES / NO /Mentioning the corresponding specification
Online UPS (5KVA)		
Make	S POWER/Schindler's/APC/Exult/Eaton	
Type	Online UPS	
Capacity	5 KVA, 192Volt DC Efficiency: >94%	
Input	Input PF :0.99 (full load) Input Volt: 165V -280V Single Phase (At 100% Load)	
Output	Volt: 220V \pm 1% (Adjustable) Single phase	

	Transfer Time: 0 millisecond PROTECTION DC UNDER VOLTAGE : INVERTER TRIP DC OVER VOLTAGE: INVERTER TRIP OUTPUT UNDER VOLTAGE : INVERTER TRIP OUTPUT OVER VOLTAGE: INVERTER TRIP OUTPUT OVER LOAD: INVERTER TRIP OUTPUT SHORT CIRCUIT: INVERTER TRIP & Many more protection Communication: RS 232 for UPS STATUS. SNMP (OPTIONAL) WITH SPIKE FILTER BY-PASS FACILITY: Manual Provided 50% ELECTRICITY SAVING COMPARISON OTHER BRAND UPS	
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Parameters	Item Description along with Technical Specifications /Required Specification	Compliance filled by the Bidder as either YES / NO /Mentioning the corresponding specification
Home UPS (5KVA)		
Make	S POWER/Schindler's/APC/Exult/Eaton	
Type	Home UPS	
Capacity	5 KVA, 96 Volt DC, PURE SINE WAVE Efficiency: >90%	
Input	PF :0.99 (full load) Volt: 180V - 280V Single Phase	
Output	Volt: 220V+ 1% Single phase Output Frequency: 50 HZ ± 0.1%	
Standard	ISO 9001:2015 & CE certify company	
Others Details	EXTERNAL BATTERY IGBT Based technology, Double conversations <u>CHARGING IGBT RECTIFIER</u> CHARGING CURRENT 15 AMPERE Power Factor 0.8 lagging to unity LED DISPLAY Noise level: <35db OVER Load: 125% 1min 150% 30 sec Display: LCD Display <u>PROTECTION</u> DC UNDER VOLTAGE: INVERTER TRIP DC OVER VOLTAGE: INVERTER TRIP OUTPUT UNDER VOLTAGE: INVERTER TRIP OUTPUT OVER VOLTAGE: INVERTER TRIP OUTPUT OVER LOAD: INVERTER TRIP OUTPUT SHORT CIRCUIT: INVERTER TRIP & Many more protection	
Parameters	Item Description along with Technical Specifications /Required Specification	Compliance filled by the Bidder as

		either YES / NO /Mentioning the corresponding specification
Home UPS (3.5KVA)		
Make	S POWER/Schindler's/APC/Exult/Eaton	
Type	Home UPS	
Capacity	3.5KVA, 48 Volt DC, PURE SINE WAVE Efficiency: >90%	
Input	PF :0.99 (full load) Volt: 180V - 280V Single Phase	
Output	Volt: 220V± 1% Single phase Frequency: 50 HZ ± 0.1%	
Standard	ISO 9001:2015 & CE certify company	
Others Details	EXTERNAL BATTERY IGBT Based technology, Double conversations <u>CHARGING IGBT RECTIFIER</u> CHARGING CURRENT 15 AMPERE Power Factor 0.8 lagging to unity LED DISPLAY Noise level: <35db OVER Load: 125% 1min 150% 30 sec Display: LCD Display <u>PROTECTION</u> DC UNDER VOLTAGE: INVERTER TRIP DC OVER VOLTAGE: INVERTER TRIP OUTPUT UNDER VOLTAGE: INVERTER TRIP OUTPUT OVER VOLTAGE: INVERTER TRIP OUTPUT OVER LOAD: INVERTER TRIP OUTPUT SHORT CIRCUIT: INVERTER TRIP & Many more protection	

Parameters	Item Description along with Technical Specifications /Required Specification	Compliance filled by the Bidder as either YES / NO /Mentioning the corresponding specification
Battery (35Ah)		
Type	Flat Type Lead Acid Battery INSTABRITE/INVAMASTER	
Voltage	12V DC	
Ratings	35Ah	
Make	Exide only	
Indicator	With water level indicator	
Electrolyte	Pre-filled	
Warranty	Minimum one year or as per OEM	
Application	Heavy duty and frequent power (Ready to use) for UPS	

Parameters	Item Description along with Technical Specifications/Required Specification	Compliance filled by the Bidder as either YES / NO /Mentioning the corresponding specification
Battery (100Ah)		
Type	Flat Type Lead Acid Battery INSTABRITE/INVAMASTER	
Voltage	12V DC	
Ratings	100Ah	
Make	Exide only	
Indicator	With water level indicator	
Electrolyte	Pre-filled	
Warranty	Minimum one year or as per OEM	
Application	Heavy duty and frequent power (Ready to use) for UPS	

Parameters	Item Description along with Technical Specifications/Required Specification	Compliance filled by the Bidder as either YES / NO /Mentioning the corresponding specification
Battery rack		
Material	MS (Heavy Type)	
Color	Black painted, Anti-corrosion type paint for protection against corrosion as well as Sulphuric acid.	
Size	Suitable for Battery size and Nos used in different ratings of UPS.	
Others	Suitable sizes of DC Cables with connection materials accordingly as per capacity.	
Material	MS (Heavy Type)	
Color	Black painted, Anti-corrosion type paint for protection against corrosion as well as Sulphuric acid.	
Size	Suitable for Battery size and Nos used in different ratings of UPS.	

For & on behalf of the bidder /Supplier

.....

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

Note:- Deviation, if any considered by the bidder as per Annexure-B, then the same shall be examined by the Indenting Department in line with Technical specification whether the same is acceptable or not. In case of non-acceptance by the Indenting Department the bid may be rejected. Further, Annexure-B shall be made the part of Supply order/LOA.

SCOPE OF WORK (PPR- 149/2023)

NAME OF WORK: “Supply, Transportation, Installation, Commissioning & Testing of UPS along with Batteries and related accessories for (Tumlingtar, Pukhuwa, Phaksinda, Bhojpur & Khotang) as per Technical Specification at Annexure-B & as per Scope of work at Annexure-C. (PPR- 149/2023)”.

1.0 SCOPE OF WORK:

Supply & transportation of UPS along with Batteries and related accessories as per TS to the consignee at the following address:

Satluj Bhawan, Arun Sadan,
SAPDC, Tumlingtar,
Distt. Sankhuwasabha, Nepal.
(Mobile No.: 9852058138, 9852099567)
Email: store.sapdc@gmail.com

- a. The transportation of material shall be in the scope of supplier. For installation, Commissioning and testing of ups at (**Tumlingtar, Phukhuwa, Phaksinda, Bhojpur & Khotang**) SAPDC will provide local transportation only. Lodging and Fooding shall be in the scope of Supplier.
- b. Supply & transportation of material shall be done within 45 days from date of issuance from Supply Order/Letter of Acceptance (LOA). Installation shall be completed within 30 days after delivery of material.

FORM OF DECLARATION

M/s-----**(name of Bidder/Supplier)** having its

registered office at ----- (hereinafter referred to as ‘the Bidder/Supplier’) having carefully studied all Terms and conditions, scope of work & Technical specifications, BOQ etc. and all corrigendum (if any) pertaining to the “**Supply, Transportation, Installation, Commissioning & Testing of UPS along with Batteries and related accessories for (Tumlingtar, Phukhuwa, Phaksinda, Bhojpur & Khotang) as per Technical Specification at Annexure-B & as per Scope of work at Annexure-C.(PPR-149/2023)**” the local and site conditions and having undertaken to execute the said works.

DO HEREBY DECLARE THAT:

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

Date:

For and on behalf of the bidder /Supplier

.....

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

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

1. Bank Guarantee should be executed on papers of requisite value in accordance with the Stamp Act as applicable in Nepal.
2. The executing officers of the Bank Guarantee shall clearly indicate in (Block Letters), his name, designation, Power of Attorney No./Signing Power No. etc.
3. Each page of the Bank Guarantee shall be duly signed / initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para2) under the seal of the Bank.
4. The original Bank Guarantee should be sent by the Bank to SJVN Arun-3 Power Development Company Private limited directly under Regd. Post (A.D.). However, in exceptional cases, where the original BG is handed over to the bidder by the issuing bank/branch, the bidder shall ensure that an un-stamped duplicate copy of the BG has been sent immediately by the issuing bank/branch under Regd. Post (A.D.) directly to SJVN Arun-3 Power Development Company Private limited with a covering letter to compare with original BGs and confirm that it is in order.

BANK ACCOUNT DETAILS

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

#Copy of cancelled cheque may also be attached

For and on behalf of the bidder /Supplier

.....

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

FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(Refer clause 9 of NIQ)

WHEREAS _____ (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated _____ (date) for " **Supply, Transportation, Installation, Commissioning & Testing of UPS along with Batteries and related accessories for (Tumlingtar, Phukhuwa, Phaksinda, Bhojpur & Khotang) as per Technical Specification at Annexure-B & as per Scope of work at Annexure-C.(PPR-149/2023)**"

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

THE CONDITIONS of this obligation are:

1. If after Bid opening the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid or
2. If the Bidder having been notified of the acceptance of his Bid by the SJVN Arun-3 Power Development Company Private Limited, during the period of bid validity.
 - a. does not accept the correction of the Bid Price pursuant to Clause 7.0 of this document.
 - b. adopts corrupt or fraudulent practices

We undertake to pay to the SJVN Arun-3 Power Development Company Private Limited, (NPR.....) (In words.....) 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 120 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 _____
BANK _____

SIGNATURE OF THE

WITNESS _____

SEAL _____

(Signature, name and address)

INTEGRITY PACT-PRE-CONTRACT

Between

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

And

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

WHEREAS the Employer proposes to procure under laid down organizational procedures, contract for “Supply, Transportation, Installation, Commissioning & Testing of UPS along with Batteries and related accessories for (Tumlingtar, Phukhuwa, Phaksinda, Bhojpur & Khotang) as per Technical Specification at Annexure-B & as per Scope of work at Annexure-C” and the Bidder/Contractor is willing to offer against Tender / (PPR No. -149/2023) dated 24.03.2023

NOW, THEREFORE,

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

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

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



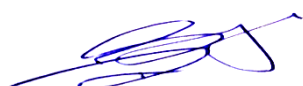
1.0 Commitments of the Employer

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

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

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

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



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

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

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



3.0 Previous Transgression

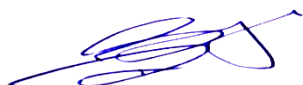
- 3.1 The Bidder(s)/Contractor(s) declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect on any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Government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

4.0 Earnest Money (Security Deposit)

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

5.0 Sanctions for Violations

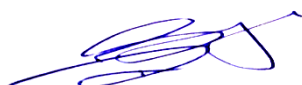
- 5.1 Any breach of the aforesaid provisions by the Bidder/Contractor or any one employed by it or acting on its behalf shall entitle the Employer to take action as per the procedure mentioned in the “**Guidelines on Banning of Business Dealings**” attached as **Annex-A** and initiate all or any one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



- 5.2 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.
- 5.3 The decision of the Employer to the effect that a breach of the provisions of this Pact has been committed by the Bidder/Contractor shall be final and conclusive on the Bidder/Contractor. However, the Bidder/Contractor can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

6.0 Independent External Monitor(s)

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



6.8 The Monitor will submit a written report to the CMD/CEO/MD of Employer within 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.

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

7.0 Facilitation of Investigation

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

8.0 Law and Place of Jurisdiction

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

9.0 Other Legal Actions

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

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

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

10.0 Validity

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

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



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

Employer 

Name of the Officer: Rakesh Singh

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

Place: Tumlingtar, nepal

Date-----

Witness1. _____

(Name and address)

2. _____

(Name and address)

Bidder

(Authorised Person)

(Name of the Person)

Designation

Place-----

Date-----

Witness1. _____

(Name and address)

2. _____

(Name and address)

GUIDELINES ON BANNING OF BUSINESS DEALINGS

1.0 Introduction

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

2.0 Scope

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



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

FORM OF DECLARATION OF ELIGIBILITY

UNDERTAKING

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

(Seal & signature of the Authority Signatory of Contractor)