

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

(एसजेवीएन की पूर्ण स्वामित्व वाली अधीनस्थ कंपनी)

(A wholly owned subsidiary of SJVN)

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



Ref. No.: SAPDC/P&C/Arun-3 HEP/PPR-172/2023- 1064

Dated: 19.12.2023

NOTICE INVITING QUOTATIONS (NIQ)

SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC) hereby invites sealed quotations in single stage two envelope bid system from competent bidders from Nepal or India for **“Supply, Transportation and Installation of cable for geo-technical instruments installed at Power House Complex, Butterfly Valve House, Surge Shaft at Phukuwa and HRT of Arun-3 HEP, Distt. Sankhuwasabha, Nepal. (PPR-172/2023)”** as per the details provided here-in-below: -

Sr. No.	Description	Remarks
1.	Bill of Quantities (BOQ)	Refer Annexure 'A'
2.	Summary of Taxes & Duties	Refer Annexure 'B'
3.	Declaration regarding Fraud & Corruption, Undertaking regarding Blacklisting and Form of declaration	Refer Annexure 'C'
4.	Bank Account Details	Refer Annexure 'D'
5.	Integrity Pact	Refer Schedule 'E'

TERMS & CONDITIONS (T&C):

1. **Minimum Qualifying Requirements:**

- The Bidder can be from India or Nepal. The Bidder should have supplied and installed at least cumulative one thousand (1000) meters of minimum 4 core cable for geotechnical instruments during last seven (07) years reckoned from the date of issue of NIQ.
- The Bidder shall submit with his bid completion certificate in support of above. Certificates shall clearly state the date of delivery and date of installation of goods. The Certificate shall be on the letterhead of the Client with a valid address for correspondence and signed by or on behalf of the Client.

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 and Installation of cable for geo-technical instruments installed at Power House Complex, Butterfly Valve House, Surge Shaft at Phukuwa and HRT of Arun-3 HEP, Distt. Sankhuwasabha, Nepal. (PPR-172/2023)”** and submitted at the following addresses:

O/o Chief Engineer (P&C),
SAPDC, Arun-3 HEP, Satluj Bhawan, Arun Sadan, Tumlingtar,
Distt. Sankhuwasabha, Nepal. Ph. +977-29-575154

Or

O/o Company Secretary, SAPDC, Arun-3 HEP,
3rd Floor, Citizen Investment Trust (CIT) Building,
Near to Investment Board of Nepal (IBN), New Bhaneshwor, Kathmandu, Nepal.
Mob No. +977-9819822967.

and the bidder must submit their bid either by post/courier or physically in the tender box kept at the address as mentioned above prior to the last date for submission of bids i.e. **09.01.2024** by 1500 Hrs. and SAPDC shall not be responsible for any delay in receipt due to any reason whatsoever and/ or for loss of the bid in postal transit. The bids shall be opened on **10.01.2024** at 1600 Hrs. in presence of authorized representative of firms who choose to attend.

PART-I (Envelope-1):

- i. Earnest Money Deposit (EMD) (In Original) (as per Sr. No. 6 below). Further, Bidders from India can opt for submission of Earnest Money Deposit (EMD) directly in the bank account of SAPDC, then the documentary evidence/ proof of same (swift statement/ transfer statement/ account statement) has to be submitted along with technical bid in Part-I.
- ii. The firm shall submit PAN/VAT/GST/ TIN/Registration certificate (in case of firm/company bidder shall submit the certificate of incorporation along with Article of Association (AOA) & Memorandum of Association (MOA).
- iii. Documents in support of qualification information.
- iv. Duly filled in & signed Declaration regarding Fraud & Corruption, Undertaking regarding Blacklisting and Form of declaration as per Annexure-C.
- v. Bank Account Details as per Annexure-D.
- vi. Power of Attorney in favour of authorised signatory (if applicable).
- vii. Duly signed & stamped Integrity Pact as per Schedule-E.

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-II (Envelope-2):

Price bid: Comprising of Price Bid at Annexure-A, duly filled, signed and stamped along with Tax Schedule under Annexure-B considered in price bid. The authorised signatory of bidder shall sign each cutting, overwriting etc.

3. **Signing of bid:**

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

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

5. **Opening of Bid:**

The bid shall be opened in the following sequence:

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

from the firm(s)/agency(ies), separate intimation shall be given notification on the websites for opening of Price Bid(s) to responsive bidder(s).

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

- i. EMD amounting NPR 41,600/- (i.e INR 26,000/-) only shall be submitted in the shape of Bank Draft (in original)/Manager Cheque (in original) in the name of **SAPDC-NPR CONSTRUCTION ACCOUNT** payable at Kandhari, Nepal / FDR (in original) (duly pledged in favour of SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC)).

Bank Draft/Manager Cheque/ FDR issued by a "A" Class Nepalese Bank shall only be acceptable

Or

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

NPR Account Details:

Everest Bank Limited

Name: **SAPDC-NPR CONSTRUCTION ACCOUNT.**

Acc. No. 00800105200477

Swift Code: EVBLNPKA

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

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

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

- a. EMD of the bidder shall be forfeited :
- i. If bidder withdraws or amends its bid or impairs or derogates from the bid in any respect in the interval between the bid submission deadline and the expiration of the bid validity period. However, Bidder may modify or amends its bid or withdraw its bid after submission and before the prescribed deadline for bid submission.
- or
- ii. Adopts corrupt or fraudulent practices
- or
- iii. Does not accept the correction of the Bid Price.
- or
- iv. In the case of a successful bidder fails to furnish the required Performance Security Deposit within the specified time limit in the NIQ.
- b. The EMD of unsuccessful bidders shall be released within 28 days without any interest after the issuance of Letter of Acceptance of successful bidder.

- c. The EMD of the successful bidder shall be released within 28 days after furnished the required Performance Security Deposit.
- d. No interest shall be payable by SAPDC on EMD.

7. **Award Criteria:**

- i. The bid shall be evaluated on overall basis and the award shall be made based on the lowest rate/Amount quoted by the Bidder/Supplier for whole work/assignment 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 loaded 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.

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

9. **Scope of Work:**

SAPDC requires connecting cable and splicing kits for geo-technical instruments those are already installed in Power House Complex (Machine Hall and Transformer Hall) and Butterfly Valve House. The project is located in Sankhuwasabha district Nepal. The Power House site is located about approximately 65km from SAPDC office located at Tumlingtar, Nepal. The Scope of work are as under:

- i. **Supply & transportation of items up to site:** Bidder is required to Supply & transport the items/material (i.e the 12 core & 4 core cable along with the splicing kits & other accessories required for installation of these cable as per Quantity & specification mentioned in BOQ at Annexure-A) up-to site i.e Power House site situated at Pukhuwa, Chichila Gaon Palika, Dist. Sankhuwasabha, Nepal.
- ii. **Installation:** Installation of cable & splicing Kits will be for instruments already installed in underground caverns (PH, TH & BVC) having elevation difference of 0m to ± 40 m from the bottom most & highest instrument.
- iii. Supplier shall responsible for all permits, custom clearance, approval of master list, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located (i.e Nepal) that are necessary for the performance of the Contract and all expenses (if any) involved in the performance of the obligations under this. However, If requested by the Supplier, the Purchaser/SAPDC shall use its best endeavours to assist the Supplier in obtaining in a timely and expeditious manner all permits, Custom clearance, approval of master list, approvals and/or licenses necessary for the execution of the Contract from all local, state or national government authorities or public service undertakings that such authorities or undertakings require the Supplier.
- iv. Obtaining the approval from IBN/GON (if any) for Master list & custom duty concessional certificate are in the scope of bidder/Supplier.
- v. All taxes & duties, as applicable in India &/or Nepal under the subject project are to be ascertained by the bidders themselves. Purchaser/SAPDC shall bear no responsibility/liability on account of any Taxes and Duties except VAT.
- vi. Bidders may like to ascertain availability of exemptions, reductions, allowances or benefits in case of goods and services to be supplied to the Purchaser. They shall solely be responsible for obtaining such benefits, and in case of failure to receive such benefits for any reasons whatsoever, the Purchaser will not compensate the Bidder.

- vii. The Supplier shall comply with all laws in force in Nepal. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind upon the Supplier. The Supplier shall indemnify and hold harmless the Purchaser/SAPDC from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, including the Subcontractors and their personnel.
- viii. Supplier shall not be entitled to claim cost compensation for the delay in obtaining permits, approvals and/or licenses necessary for the execution of the Contract.
- ix. All arrangements of light, equipment, machinery wherever required to fix or install the cables for various instruments/items shall be arranged by SAPDC through main civil contractor at site.
- x. The work execution shall be carried out as per satisfaction and direction of EIC or authorized representative of SAPDC at site.
- xi. The contractor/ Supplier will deploy regular/ skilled workmen with experience of such type of work and the arrangement of Manpower & logistic required to carry out above cited work shall be borne by contractor/ agency at his own cost.
- xii. All traveling expenses including provision of all necessary transport to & fro from site, lodging, allowances and other payment to the experts/workmen shall be the sole responsibility of the contractor. SAPDC shall not facilitate/provide any transportation for manpower & machinery.
- xiii. The contractor/ Supplier will comply with all acts/laws and other statutory provisions rules, regulations and byelaws as are applicable or which might become applicable with regard to the performance of the work and the engagement of the experts/workers. Minimum wage as notified by the Govt. of Nepal and amended from time to time shall be ensured by the Contractor for different labour categories.
- xiv. The contractor/ Supplier will be responsible for compensation payable arising out of accidents including payment to third party, if involved, no compensation in case of accident/ damages or for death / injury to the experts/workmen will be paid by the SAPDC.
- xv. The Contractor/ Supplier shall indemnify and keep indemnified the Employer against all losses and claims for death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the works during the Period for Completion for whole of the works and also against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, and such liabilities shall include claims/compensations of the third party.
- xvi. The contractor/ Supplier shall be responsible to ensure all safety measures during the work, in case any mishap, the contractor shall have to bear all financial liability. SAPDC shall not bear any compensation or responsibility. The contractor and his workers shall follow all safety rules while working, so as to avoid any accident. For this purpose, the contractor shall give sufficient safety training and instruction to the work men and ensure proper use of safety equipment by those concerned.
- xvii. 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.
- xviii. 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.

xix. Subletting of work in full or part is not permitted.

10. **Completion period:** Time period for Supply of item/material shall be 45 days to be reckoned from the 15th day from the date of issuance of Supply Order (SO)/Letter of Acceptance (LOA) and Installation period shall be three (03) months after the receipt of material at the site or extendable depending on the availability of the site conditions.

11. **Bid Prices:**

- i. The Bidder/Suppliers shall offer rates & prices “on Firm Price Basis”.
- ii. Bidders shall quote for the entire goods and related services on a “single responsibility” basis such that the total bid price covers all the Supplier’s obligations mentioned under scope of work.
- iii. The bidder shall offer rates & prices in the Priced Schedule/Bill of Quantities of the Bidding documents. The quoted rates shall be inclusive of all taxes, duties, GST (if applicable), Custom (If applicable) for any other taxes levied in India or Nepal, Transportation, Loading, Unloading, Transit insurance etc. **but Excluding VAT.**

VAT as applicable shall be deposited/reimbursed by SAPDC on production of documentary evidence. SAPDC shall not bear anything extra (except VAT) on this account.

- iv. Rates and Offered discount (if any) should be filled in both figures and words. In case of ambiguities in between the rate/ Offered discount in figures and the rate/ Offered discount in words, the rate/Offered discount quoted in words shall prevail and the amount shall be corrected accordingly. Notwithstanding the above, the Employer reserves the right to adjust arithmetical or other errors in the tender/quotation in the way which it considers suitable.
- v. 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.
- vi. The bidder shall fill in unit rates and prices for all items of Works described in the Bill of Quantities/Priced Schedule. Items against which no rate or price is entered by the bidder will not be paid for by the SAPDC when executed, and shall be deemed to be covered by the other rates and prices in the Bill of Quantities/Priced Schedule.
- vii. The Bidders, in their own interest and at their expense, should inspect and examine the site and its surroundings and satisfy themselves, before submitting their tender.
- viii. Bidders may like to ascertain availability of exemptions, reductions, allowances or benefits in case of goods and services to be supplied to the Purchaser. They shall solely be responsible for obtaining such benefits, and in case of failure to receive such benefits for any reasons whatsoever, the Purchaser will not compensate the Bidder.
- ix. Bidders shall give Price Schedules in the following manner:

Schedule-1(a): Applicable for bidders from India: Goods to be supplied from abroad (i.e. Outside Nepal)

CIP Border Point Rates (In INR) inclusive of all taxes, duties, GST (if applicable), Custom (If applicable), Custom clearance charges and any other taxes levied in India or Nepal, Transportation, Loading, Unloading & Transit insurance etc.

The Bidder/Suppliers shall be responsible and be liable for payment of Customs duty/Bhansar/Other Taxes & Duties as applicable on CIP Entry Border Point component of the Goods to be supplied from abroad. However, the Purchaser/SAPDC, as an importer, shall furnish promptly necessary clarifications and documents as may be required to be furnished by the importer for the purpose of customs clearance. The Customs duty/Bhansar/Other Taxes & Duties, included in Bid Prices, as applicable shall be indicated separately in Annexure-I considered in price bid.

Schedule-1(b): Applicable for bidders from Nepal: Goods to be supplied from within Nepal.

Goods to be supplied from within Nepal, shall be quoted on an EXW (ex-factory, ex-works, ex-warehouse or off-the-self, as applicable) basis (In NPR) and be inclusive of all taxes & duties **but Excluding VAT**.

VAT as applicable shall be deposited/reimbursed by SAPDC on production of documentary evidence. SAPDC shall not bear anything extra (**except VAT**) on this account.

Schedule 2: Services incurred within Nepal (Applicable for bidders from India/Nepal): Rates (In NPR) for Local/inland Transportation, In-transit Insurance, Loading & Unloading etc. Charges up to site and Installation charges (including all Taxes & Duties as applicable in Nepal **but Excluding VAT**).

VAT as applicable shall be deposited/reimbursed by SAPDC on production of documentary evidence. SAPDC shall not bear anything extra (**except VAT**) on this account.

- x. **Bid Currencies:** Prices shall be quoted in Indian/ Nepalese Rupees Only.
- I. Prices shall be quoted in Indian Rupees (INR) for Goods to be supplied from abroad (i.e. from outside Nepal) as per Schedule-1(a) (Applicable for bidders from India).
 - II. Prices shall be quoted in Nepalese Rupees (NPR) for Goods to be supplied from within Nepal as per Schedule-1(b) (Applicable for bidders from Nepal).
 - III. Prices shall be quoted in Nepalese Rupees (NPR) for the Services within Nepal: Rates (In NPR) for Local/inland Transportation, Loading & Unloading etc. Charges up to site and Installation charges as per Schedule-2 (Applicable for bidders from India/Nepal).

12. **Taxes, Duties and Levies etc:**

- i. All existing taxes such as customs duty, Import duty, business taxes, service tax or Income tax or any other tax or duty or levy such as Octroi, Dharat, Royalty, Terminal tax that may be levied in accordance with laws and regulation in force as on 28 days before the last date of submission of bid that the Contractor has to pay on the Contractor's equipment, plant, materials and supplies (permanent, temporary and consumables) acquired for the purpose of the Contract and for the services performed under the Contract shall be exclusively payable by the Contractor, and the Employer shall not entertain any claim in this regard.

- ii. The rate quoted by the Contractor shall be deemed to be inclusive of all taxes, duties, GST (if applicable), Custom (If applicable), Transportation, Loading, Unloading, Transit insurance etc. **but Excluding VAT**. VAT as applicable shall be deposited/reimbursed by SAPDC on production of documentary evidence. SAPDC shall not bear anything extra (except VAT) on this account. However, payment in respect of taxes will be regulated in terms of statutory provisions prevailing while releasing the same.
- iii. Any statutory variation (if any) in the rate of taxes after cutoff date as mentioned above from the last date of submission of bid, during the currency of the contract including extension thereof shall be reimbursed/adjusted on production of documentary proof.
- iv. All taxes & duties, as applicable in India &/or Nepal under the subject project are to be ascertained by the bidders themselves. Purchaser/SAPDC shall bear no responsibility/liability on account of any Taxes and Duties except VAT.

However, Bidders are advised to refer “Hydropower Development Policy 2001” of GoN wherein this project qualifies for applicable Custom duty @1% as on date and Percentage of VAT in Nepal is Nil (if goods to be supplied from abroad (i.e Outside Nepal)) as on date. Moreover, as on date the applicable VAT on the services performed in Nepal is 13%. Further, as on date Percentage of TDS is @5% & The TDS certificate shall be issued by SAPDC within 60 days after release of payment.
- v. Purchaser shall, deduct taxes at source as per the applicable laws/rules, if any, and issue Tax Deduction at Source (TDS) Certificate to the Contractor.
- vi. The supplier/Contractor from India are permitted to Open their NPR Account in Nepal and also allowed for VAT/Company Registration for conducting their project specific work after compliance of regulations.
- vii. Obtaining the approval from IBN/GON for Master list & custom duty concessional certificate are in the scope of bidder/Supplier.
- viii. Bidders may like to ascertain availability of exemptions, reductions, allowances or benefits in case of goods and services to be supplied to the Purchaser. They shall solely be responsible for obtaining such benefits, and in case of failure to receive such benefits for any reasons whatsoever, the Purchaser will not compensate the Bidder.

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

- (i) 80% Payment of the Supply portion (i.e against items under Schedule-1) as per Price Schedule/BOQ rates shall be made after the receipt of item(s)/material/good(s) in full quantity & in good condition at site, on submission of bill and inspection report issued by Officer-in-Charge/Engineer-in-Charge (OIC/EIC).
- (ii) Balance payment (20 % against Supply portion i.e against items under Schedule-1) shall be released on Pro-rata basis after issuance of completion certificate by EIC for installation of cables in the multiple of every 500 M.
- (iii) 100% Payment for Transportation (i.e against item no. 1 under Schedule-2 of Price Schedule/BOQ) shall be made after the receipt of item(s)/material/good(s) in full quantity & in good condition at site, on submission of bill and inspection report issued by Officer-in-Charge/Engineer-in-Charge (OIC/EIC).

- (iv) Payment for installation of Item/equipments shall be made on pro-rata basis after issuance of completion certificate by EIC for successful installation of cables in the multiple of every 500 M as per BOQ rates.

14. **Currencies of Bid and Payment:**

The unit rates and prices can be quoted by the bidders under Schedule-1(a)/ Schedule-1(b) & Schedule-2 of Price Schedule/BOQ.

However, the total quoted amount shall be calculated by adding the amount quoted in INR and amount quoted in NPR. 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.

Payment shall be made in the currency (INR/NPR) as per Price Schedule/BOQ (Schedule-1(a)/ Schedule-1(b) & Schedule-2).

15. **Liquidated Damages (LD):**

S. No.	Mile stone	Time period for completion of activity	Compensation for delay
1.	Supply of Item/Equipments	45 days to be reckoned from the 15th day from the date of issuance of Supply Order (SO)/Letter of Acceptance (LOA).	0.44% of Contract Price per week or part thereof of delay in completion shall be levied subject to maximum of 5% of the Contract Price.
2.	Installation	90 days from the receipt of item/material/equipment at site subjected to availability of site for installation.	0.14% of Contract Price per day of delay in completion shall be levied subject to maximum of 5% of the Contract Price.

Note: Maximum amount of delay damages on account of work/assignment as a whole shall not exceed 5 % of Contract Price. LD once levied on any milestone shall not be returned on completion of next milestone.

In case the supplier/contractor fails to supply the material within 57 days from the date of issue of supply order/LOA, SAPDC reserves the right to terminate the supply order and EMD shall be forfeited.

16. **Time for Completion and Extensions:**

Time for Completion allowed for execution/completion of the Works/assignment is as per Condition at Sl. No. 10 of NIQ. However, if the work is delayed on account of happening of any such events as indicated below, then the Contractor will eligible for extension of time without levy of LD, provided further that no monetary claims shall be admissible to the Contractor for such Extension of Time for Completion and reimbursement of cost of extension of bank guarantee for Security Deposit (i.e. Performance security deposit and retention money) and Insurance Policy(ies) etc.:

- i) Delay in handing over of site to the Contractor/supplier or
- ii) Increase in the quantity of work to be done under the Contract or
- iii) Suspension of work or
- iv) Rebuilding of work or
- v) "Force Majeure" or
- vi) Any other cause which, in the opinion of the Engineer-in-Charge is beyond the Contractor's/supplier control;

17. **Deviation:** During the execution of the contract SAPDC reserves the right to increase or decrease the quantities. The variation in all terms of BOQ under the contract shall be limited to Twenty Percent ($\pm 20\%$) of the contract value & the awarded rate shall hold for both negative and positive deviation. Payment shall be made as per actual.
18. **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.

19. **Guarantee/Warranty/Defects Liability Period:** Guarantee/Warranty/Defects Liability Period shall be minimum of 12 months from the date of successful installation of cables in the multiple of 500 M.

If during the Guarantee/Warranty/Defects Liability Period Item(s)/Material is/are found defective or deficient in any manner and is repaired/rectified/replaced pursuant to the defects liability provisions of the Contract, the Defects Liability Period for such Items/Material, shall, notwithstanding anything to contrary contained herein, be operative for a further period of 6 months from the date of such repair/rectification/replacement but shall not in any case be operative for more than 18 months from the date of successful installation stated in the Defects Liability Certificate.

If, supplier fails to perform such obligation(s), then the Performance Security amount may be forfeited by the SAPDC.

20. **Inspection:** Inspection of the item(s)/material shall be carried out by OIC/EIC or his authorized representative. OIC/EIC shall ensure the technical specification(s), make/brand/model (If applicable) of the supplied item(s) is/are as per NIQ/LOA.
21. **Rejection:** In the event that any of the material/goods/items supplied by the supplier/contractor 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).
22. **Performance Security Deposit:**

- i. Contractor/supplier shall furnish a "Performance Security" towards contract performance security within 28 days from the issue of letter of award in one of the forms as detailed below: -

Bank Draft (in original)/Manager Cheque (in original) in the name of SAPDC-NPR CONSTRUCTION ACCOUNT payable at Kandhari, Nepal / FDR (in original) (duly

pledged in favour of SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC)).

Bank Draft/Manager Cheque/ FDR issued by a "A" Class Nepalese Bank shall only be acceptable.

Or

An irrevocable valid and fully enforceable Bank Guarantee (in original) from a Commercial (Class A) bank of Nepal in favour of SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC) acceptable to SAPDC.

The Bank Guarantees in INR/NPR shall be acceptable only if these are issued by a Scheduled Bank of India duly counter guaranteed by a "A" Class Nepalese Bank.

- ii. The Performance Security amount shall be equal to 5% of the Contract Price for the faithful performance of the contract in accordance with the terms and conditions specified in the contract. The guarantee shall be valid till 60 days beyond Guarantee/Warranty/ Defect Liability Period. The above contract performance guarantee shall be liable for forfeiture in case of failure of the bidder to fulfill its contractual obligations under the contract.
 - iii. Failure of the successful Bidder to comply with the requirements of Clause 22(ii) shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money Deposit. He will also be debarred from participating in bids invited by the Project for one year.
 - iv. The performance guarantee will be returned to the contractor within 28 days after completion of assignment as a whole without any interest and "Completion Certificate" issued by EIC (Engineer-in-Charge).
23. **Consignee/Engineer-Incharge(EIC):** The material/ goods under this Contract shall be dispatched to the location as mentioned in the Scope of Work at Sr.No.9 of NIQ.

The address of consignee shall be as following:

Sr. Manager/HoD (Geology),
SAPDC Arun-3 HEP Power House Site
Pukhuwa, Chichila Gaunpalikan
Distt. Sankhuwasabha, Nepal.
(Mobile No.: +977-9852099671/9852025903)
Email: geo.sapdc@gmail.com

24. **Laws Governing the 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.**

25. **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-E is a basic qualifying requirement. In case of JV, each partner of JV shall sign Integrity Pact with the Employer. In case of sub-contracting, the principal contractor shall be responsible for adoption of Integrity Pact by the sub-contractor.

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

Sr.No.	Name of IEMs	Address of IEMs
1.	Smt. Archana Pandey Tiwari, IRS (Retd.)	C-32, Nangal Dewat, Vasant Kunj, New Delhi-110070 Email: ampandey2001@yahoo.com
2.	Sh. Manoj Pant, IFoS(Retd.)	House no. 70, Usha Colony, Sahastradhara Road, Dehradun-248013, Uttarakhand Email: mpant2007@gmail.com

The Integrity Pact duly signed on behalf of SAPDC is given at **Schedule-E** 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.

26. 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 send to respective bidders through email only.
27. Employer/Purchaser/ SAPDC reserves the right to cancel the tendering process at any time without assigning any reason and shall bear no liability whatsoever consequent upon such a decision. SAPDC reserves the right to reject any or all the Bids without assigning any reason thereof.
28. For any relevant enquiry/clarification for submission of bid and any other information, the Bidders may contact to:

Name	Designation	Contact No.	Address
R.K Jassal	Chief Engineer (P&C)	Tel no: +977-029- 575154 E-mail Address: pnc.sapdc@gmail.com pnc.sapdc@sjvn.nic.in	Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal.

29. **General Information:**

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. Biratnagar to Hile: Hile is located at a distance of 108 Km from Biratnagar and the existing road up to Hile is black topped road in good condition.
- b. Hile-Pakhribas-Tumlingtar: This route is about 55 Km and the road fully is black topped.
- c. Tumlingtar is also connected to Kathmandu by air by around thirty-five minutes journey.
- d. Tumlingtar to Power House Site (Pukhuwa): This route is about 60 Km and the road is mostly kaccha road except Tumlingtar to Khandbari (15 KM) which is black topped.

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

pnc.sapdc@sjvn.nic.in

PRICE SCHEDULE/BILL OF QUANTITY(BOQ)

Name of Work/Assignment: PPR-172/2023 “Supply, Transportation and Installation of cable for geo-technical instruments installed at Power House Complex, Butterfly Valve House, Surge Shaft at Phukuwa and HRT of Arun-3 HEP, Distt. Sankhuwasabha, Nepal.”

Schedule-1(a):(Applicable for bidders from India): Goods to be supplied from abroad (i.e. Outside Nepal) :CIP Border Point Rates (In INR) inclusive of all taxes, duties, GST (if applicable), Custom (If applicable), Custom clearance charges and any other taxes levied in India or Nepal, Transportation, Loading, Unloading & Transit insurance etc.						
Sr. No	Description of items	Unit	Qty	Unit CIP Border Point Price (including all Taxes & Duties and including Custom (If applicable), Custom clearance charges) (In INR)		Amount in Figure (in INR)
				Figure (In INR)	Word (In INR)	
1.	12 core, Polyethylene insulated jelly filled 0.34 sq.mm (aluminium), GI armoured (P.I.J.F cable)	M	1500			
2.	4 core, Polyethylene insulated jelly filled 0.34 sq.mm (aluminium), GI armoured (P.I.J.F cable)	M	1500			
3.	Splicing kits for 12 core cable	Nos.	75			
4.	Splicing kits for 4 core cable	Nos.	75			
Total Amount CIP Border Point Amount Under Schedule-1(a) (In INR) inclusive of all taxes, duties, GST (if applicable), Custom (If applicable), Custom clearance charges and any other taxes levied in India or Nepal, Transportation, Loading, Unloading & Transit insurance etc.						

Name of Work/Assignment: PPR-172/2023 “Supply, Transportation and Installation of cable for geo-technical instruments installed at Power House Complex, Butterfly Valve House, Surge Shaft at Phukuwa and HRT of Arun-3 HEP, Distt. Sankhuwasabha, Nepal.”

Schedule-1(b): Applicable for bidders from Nepal: Goods to be supplied from within Nepal: Unit rate on an EXW (ex-factory, ex-works, ex-warehouse or off-the-self, as applicable) basis (In NPR) and be inclusive of all taxes & duties **but Excluding VAT.**

Sr. No	Description of items	Unit	Qty	Unit Ex-Works Price (including all Taxes and Duties but Excluding VAT) (In NPR)		Amount in Figure (in NPR)
				Figure (In NPR)	Word (In NPR)	
1.	12 core, Polyethylene insulated jelly filled 0.34 sq.mm (aluminium), GI armoured (P.I.J.F cable)	M	1500			
2.	4 core, Polyethylene insulated jelly filled 0.34 sq.mm (aluminium), GI armoured (P.I.J.F cable)	M	1500			
3.	Splicing kits for 12 core cable	Nos.	75			
4.	Splicing kits for 4 core cable	Nos.	75			
Total EXW (ex-factory, ex-works, ex-warehouse or off-the-self, as applicable) Amount Under Schedule-1(b) (In NPR) inclusive of all taxes & duties but Excluding VAT.						
VAT as applicable shall be deposited/reimbursed by SAPDC on production of documentary evidence. SAPDC shall not bear anything extra (except VAT) on this account.						

Name of Work/Assignment: PPR-172/2023 “Supply, Transportation and Installation of cable for geo-technical instruments installed at Power House Complex, Butterfly Valve House, Surge Shaft at Phukuwa and HRT of Arun-3 HEP, Distt. Sankhuwasabha, Nepal.”

Schedule-2: (Services incurred within Nepal): (Applicable for bidders from India/Nepal): Rates (In NPR) for Local/inland Transportation, In-transit Insurance, Loading & Unloading etc. Charges up to site and Installation charges (including all Taxes & Duties as applicable in Nepal **but Excluding VAT**).

Sr. No	Description of items	Unit	Qty	Unit Price (including all Taxes & Duties but Excluding VAT) (In NPR)		Amount Figure (NPR)	in (in NPR)
				Figure (In NPR)	Word (In NPR)		
1.	Transportation, In-transit Insurance, Loading & Unloading etc. Charges up to site	Lumsump/ Lot	1				
2.	Installation of cables under Schedule-1	M	3000				
Total Amount Under Schedule-2 (In NPR) Including Local/inland Transportation, In-transit Insurance, Loading & Unloading etc. Charges up to site and Installation charges (including all Taxes & Duties as applicable in Nepal but Excluding VAT)							
Grand Total of Schedule-1(a)/ Schedule-1(b) & Schedule-2 equivalent to INR/NPR or Combination of INR & NPR (Supply, Transportation upto site & Installation as per scope of work Including all Taxes & Duties, Custom clearance, In-transit Insurance, Loading & Unloading etc. Charges) but Excluding VAT							
Overall Discount offered (if any) in %						In Figure	In Word
Net Amount after offered discount equivalent to INR/NPR or Combination of INR & NPR							

Note to price schedule/bill of quantity (BOQ)(Annexure-A):

- 1) The quoted rates shall be inclusive of all taxes, duties, GST (if applicable), Custom (If applicable) for any other taxes levied in India or Nepal, Transportation, Loading, Unloading, Transit insurance etc. **but excluding VAT**. VAT as applicable shall be deposited/reimbursed by SAPDC on production of documentary evidence. SAPDC shall not bear anything extra (except VAT) on this account.
- 2) All taxes & duties, as applicable in India &/or Nepal under the subject project are to be ascertained by the bidders themselves. Purchaser/SAPDC shall bear no responsibility/liability on account of any Taxes and Duties.
- 3) Bidders are advised to refer “Hydropower Development Policy 2001” of GoN wherein this project qualifies for applicable Custom duty @1% as on date and Percentage of VAT in Nepal is Nil (if goods to be supplied from abroad (i.e Outside Nepal)) as on date. Moreover, as on date the applicable VAT on the services performed in Nepal is 13%. Further, as on date Percentage of TDS is @5%.
- 4) Bidder shall responsible for all permits, custom clearance, approval of master list, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located (i.e Nepal) that are necessary for the performance of the Contract and all expenses (if any) involved in the performance of the obligations under this. However, If requested by the Supplier, the Purchaser/SAPDC shall use its best endeavours to assist the Supplier in obtaining in a timely and expeditious manner all permits, Custom clearance, approval of master list, approvals and/or licenses necessary for the execution of the Contract from all local, state or national government authorities or public service undertakings that such authorities or undertakings require the Supplier.
- 5) The Bidders, in their own interest and at their expense, should inspect and examine the site and its surroundings and satisfy themselves, before submitting their tender.
- 6) 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.
- 7) Only unconditional discount offered at appropriate place in the BOQ shall only be considered for evaluation of the bid.

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)

Summary Of Taxes & Duties/ Tax Schedule		
(PPR-172/2023) "Supply, Transportation and Installation of cable for geo-technical instruments installed at Power House Complex, Butterfly Valve House, Surge Shaft at Phukuwa and HRT of Arun-3 HEP, Distt. Sankhuwasabha, Nepal."		
Sl. No.	Description of Taxes and Duties	Rate (in %)
1.	Name of Taxes & Duties considered in price schedule/BOQ at Annexure-A i.r.o India	
2.	Name of Taxes & Duties considered in price schedule/BOQ at Annexure-A i.r.o Nepal	

Note: The Taxes and Duties for which rate is indicated above are already included in Bid Prices (Price Schedule/Bill Of Quantity (BOQ)-Annexure-A) (Ref Clause 11 & 12 of NIQ) and Taxes, Duties and Levies etc. In line with the Clause at Sr. No. 11 & 12 of NIQ for the purpose of Evaluation Total Bid Prices, which are inclusive of all Taxes and Duties Except VAT. (VAT as applicable shall be deposited/reimbursed by SAPDC on production of documentary evidence. SAPDC shall not bear anything extra (except VAT) on this account), quoted by Bidder shall be considered.

For and on behalf of the bidder /Supplier

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

FORM OF DECLARATION

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

registered office at ----- (hereinafter referred to as ‘the Bidder/Supplier’) having carefully studied all Terms and conditions, scope of work & Technical specifications, BOQ etc. and all corrigendum (if any) pertaining to the “**Supply, Transportation and Installation of cable for geo-technical instruments installed at Power House Complex, Butterfly Valve House, Surge Shaft at Phukuwa and HRT of Arun-3 HEP, Distt. Sankhuwasabha, Nepal. (PPR-172/2023)**” 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)

DECLARATION REGARDING FRAUD AND CORRUPTION

1. We undertake that, in competing for the above work contract (and if the award of work is made to us for execution), we shall strictly observe the laws against fraud and corruption in force in Nepal.
2. We declare and covenant that neither we nor any member of the JV are under a declaration on ineligibility for poor performance / failure, issued by the Govt. of India/ Govt. of Nepal, State Govt./Govt. Deptt. / PSU.

Yours faithfully,

Signature

[Name and Title of Signatory]

[Name of Bidder/Firm]

UNDERTAKING REGARDING BLACKLISTING

To: [Name and address of Employer]

Dear Sir,

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Bidder/Firm _____

Address: _____

Seal of the Bidder/Firm _____

BANK ACCOUNT DETAILS (PPR-172/2023)

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)

INTEGRITY PACT-PRE-CONTRACT

Between

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

And

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

WHEREAS the Employer proposes to procure under laid down organizational procedures, contract for **“Supply, Transportation and Installation of cable for geo-technical instruments installed at Power House Complex, Butterfly Valve House, Surge Shaft at Phukuwa and HRT of Arun-3 HEP, Distt. Sankhuwasabha, Nepal.”** and the Bidder/Contractor is willing to offer against NIQ/NIT No. SAPDC/P&C/Arun-3HEP/PPR-172/2023-1064 dated 19.12.2023

NOW, THEREFORE,

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

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

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



1.0 Commitments of the Employer

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

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

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

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



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



3.0 Previous Transgression

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

4.0 Earnest Money (Security Deposit)

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

5.0 Sanctions for Violations

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



- (vii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Employer with the Bidder/ Contractor, the same shall not be opened/operated.
- (viii) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.2 The Employer will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (viii) of this Pact also on the Commission by the Bidder/Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Contractor), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption in Employer's country.
- 5.3 The decision of the Employer to the effect that a breach of the provisions of this Pact has been committed by the Bidder/Contractor shall be final and conclusive on the Bidder/Contractor. However, the Bidder/Contractor can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

6.0 Independent External Monitor(s)

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



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

7.0 Facilitation of Investigation

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

8.0 Law and Place of Jurisdiction

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

9.0 Other Legal Actions

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


10.0 Validity

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



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

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


Employer
Name of the Officer: **R.K Jassal**
Designation: **CE (P&C)**

Place: Tumlingtar, Nepal
Date-----

Witness1. _____

(Name and address)
2. _____

(Name and address)

Bidder
(Authorized Person)
(Name of the Person)
Designation
Place-----
Date-----

Witness1. _____

(Name and address)
2. _____

(Name and address)



GUIDELINES ON BANNING OF BUSINESS DEALINGS

1.0 Introduction

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

2.0 Scope

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

3.0 Definitions

In these Guidelines, unless the context otherwise requires:

- i) **“Party / Contractor / Supplier / Bidders”** shall mean and include a public limited company or a private limited company, a joint Venture, Consortium, HUF, a firm whether registered or not, an individual, cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. “Party / Contractor/ Supplier / Bidder’ in the context of these guidelines is indicated as ‘Agency’.



ii) **“Unit” shall** mean the Project/ Power Station/ Regional Office/ Liaison Office.

iii) **“Competent Authority” and ‘Appellate Authority’** shall mean the following:

The concerned Director shall be the ‘Competent Authority’ for the purpose of these guidelines.

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

iv) **“Investigating Committee”** shall mean any Officer/Committee appointed by Competent Authority to conduct investigation.

v) **“List of approved Agencies viz Parties / Contractors / Suppliers/Bidders”** shall mean and include list of Parties/ Contractors / Suppliers / Bidders etc if registered with Employer.

4.0 Initiation of Banning / Suspension

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

5.0 Suspension of Business Dealings.

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



5.5 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension.

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

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

7.0 Banning of Business Dealings

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

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



- 8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.
- 1.2 The effect of such an order would be that the Agency would not be qualified for competing in Open Tender Enquiries or Limited Tender Enquiries till the period mentioned in the order.
- 8.3 Past performance of the Agency may be taken into account while processing approval of the Competent Authority for award of the contract.

9.0 Show-cause Notice

- 9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency, Statement containing the imputation of misconduct or misbehaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.
- 9.2 If the Agency requests for inspection of any relevant document in possession of Employer, necessary facility for inspection of documents may be provided.
- 9.3 The Competent Authority may consider and pass an appropriate speaking order:
- a) For exonerating the Agency if the charges are not established;
 - b) For removing the Agency from the list of approved Suppliers / Contractors, etc.
 - c) For banning the business dealing with the Agency.
- 9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned.

10.0 Appeal against the Decision of the Competent Authority

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

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

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



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

FORM OF DECLARATION OF ELIGIBILITY

UNDERTAKING

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

(Seal & signature of the Authority Signatory of Contractor)