

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-188 /2024-1051

Date: 12.12.2024

NOTICE INVITING QUOTATION (NIQ)

Sealed quotation is herewith invited by SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC/Employer) from the eligible Bidder/Suppliers of Nepal for **“Rate Contract for Routine Maintenance and Supply of spare parts for Desktop Computer installed at various offices of SAPDC, Arun-3 HEP for a period of Two (02) year (PPR-188/2024)”**, as per the details provided here-in-below:

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

Terms & Conditions:

1. Minimum Qualifying Requirements:

- a. The firm/bidder should be manufacturer/authorised distributor/authorised supplier/authorised reseller for item (s) for which Bidder is submitting bid. In addition to above, the suppliers who deal in IT/Electronic equipments can also participate in bidding subject to furnishing of a certificate from authorised supplier/reseller/ manufacturer for this consignment.

Authorization certificates i.r.o BOQ Items (Part-A i.e supply of items) at Sr. No. 1, 2, 3, 4, 16, 17 & 18 for meeting out criteria laid down at Sr. No. 1.a above is required. However, authorization certificate i.r.o of BOQ items (Part-A i.e supply of items) at Sr. No. 5 to 15 is not required.

Further, Authorization certificates from Dell/HP i.r.o BOQ Items (Part-B i.e for Service/routine maintenance of desktops) at Sr. No. 19 to 23 is also required.

- b. 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 **“Rate Contract for Routine Maintenance and Supply of spare parts for Desktop Computer installed at various offices of SAPDC, Arun-3 HEP for a period of Two (02) year (PPR-188/2024)”** and submitted at the address of the undersigned and must reach this office through courier or by post or by hand on or before **02.01.2025 by 1530 Hrs.** and same shall be opened on **02.01.2025 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. Earnest Money Deposit (EMD) (as per Sr. No.11 of NIQ).
- ii. The firm shall submit PAN/VAT/Registration certificate.
- iii. Authorization certificates i.r.o BOQ Items (Part-A i.e supply of items) at Sr. No. 1, 2, 3, 4, 16, 17 & 18 for meeting out criteria laid down at Sr. No. 1.a above is required. However, authorization certificate i.r.o of BOQ items (Part-A i.e supply of items) at Sr. No. 5 to 15 is not required.
Further, Authorization certificates from Dell/HP i.r.o BOQ Items (Part-B i.e for Service/routine maintenance of desktops) at Sr. No. 19 to 23 is also required.
- 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. Duly signed & stamped of 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) of responsive bidder(s) shall be opened on same day, if no clarification is required from the firm(s)/agency(ies). In case clarification is sought

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

4. Period of Rate Contract: The period of Rate Contract shall be for Two (02) year from the date of issuance of Supply order / LOA.

5. Allowable time for Servicing & for Delivery of items:

- a. Bidder/contractor/service provider shall make the Servicing of Desktop Computer including supply & Replacement/installation of Spare Parts for (if required) within 07 working days (working days as per GoN) from the date of requirement raised by SAPDC.
- b. Further, if SAPDC raised requirement only for the supply of Spare Parts of Desktop Computer then the delivery of items shall also be made within 7 days from the date of requirement raised by SAPDC.

6. Prices:

- a. The Bidder/Suppliers shall offer rates & prices “on Firm Price Basis”.
- b. The quoted rates for item(s) shall including transportation etc. charges & **Including VAT** complete in all respect as per scope of work.
- c. SAPDC will deduct TDS (Tax deductions at Source) as applicable.
- d. Any statutory variation in the rate of taxes after the last date of submission of bid (if any), during the currency of the contract including extension thereof shall be reimbursed/adjusted on production of documentary proof.
- e. Rates and Offered discount (if any) should be filled in both figures and words. In case of ambiguities in between the rate/ Offered discount in figures and the rate/ Offered discount in words, the rate/Offered discount quoted in words shall prevail and the amount shall be corrected accordingly. The SAPDC reserves the right to adjust arithmetical or other errors in any tender/quotation in the way which it considers suitable.
- f. Further, only unconditional discount offered at appropriate place in the BOQ shall only be considered for evaluation of the bid, discount offered at any other place or in any other document/letter submitted by the bidder along with the bid shall not be considered for the purpose of evaluation as well as award. Further, the bidder shall quote rate and amount including transportation etc. charges & **Including 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.
- g. The percentage (%) offered discount should be filled in both figures and words. **However, if bidder will not Offered any discount on their quoted rate i.r.o any/all item(s) of Bill of Quantities (BOQ) at Annexure-A then the bidder must mention as Nil.**

7. SAPDC reserves the right to adjust arithmetical or other errors (if any) noticed in the quotation as follows:

- i. Where there is a discrepancy between unit rate in figures and in words, the unit rate in words will govern; and
- ii. Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted in words will govern.
- iii. In case error due to wrong extension of quantities, the quantities as specified in the NIT/NIQ will be considered and multiplied by the unit rates quoted in words to obtain the amount.

The amount stated in the Bid will be adjusted by the SAPDC in accordance with the above procedure for the correction of errors and shall be considered as binding upon

the bidder. If the bidder does not accept the corrected amount of bid, his bid will be rejected.

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

9. No material and Tools & Plants will be issued by SAPDC.

10. Payment shall be made in the following manner:

- a. 100% payment/ amount shall be made after the receipt of material/goods in full quantity (as raised by SAPDC) and in good condition i.r.o items Part-A of BOQ. The payment shall be released against the submission of bill, inspection report issued by Officer-in-Charge (OIC).
- b. 100% Payment i.r.o items Part-B of BOQ (Servicing of Desktop computer) shall be made on complete particular assignment i.e servicing of the machine(s)/desktop after issuance of completion certificate by Officer-in-Charge (OIC) and submission of bill complete in all respect by the service provider.

Payment shall be released within 15 days of receipt of bill complete in all respect.

11. Earnest Money Deposit (EMD):

- a. Earnest Money Deposit (EMD) amounting to **34,000/-** shall be submitted in the shape of **Bank Draft** (in original)/**Manager Cheque** (in original)/**FDR** (in original) (duly pledged in favour of SAPDC-NPR CONSTRUCTION ACCOUNT) in favor of SAPDC-NPR CONSTRUCTION ACCOUNT payable at Kandhari.

Or,

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

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

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.

- b. EMD of the bidder shall be forfeited:
- i. If bid withdrawn or amends its bid or impairs or derogates from the bid in any respect in the interval between the bid submission deadline and the expiration of the bid validity period.

or

 - ii. Adopts corrupt or fraudulent practices

or

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

or

 - iv. EMD of the successful bidder(s)/supplier(s) shall be forfeited, in the event of non-compliance of Supply Order/Letter of Acceptance (LOA).
- c. Bidder may modify or amends its bid or withdraw its bid after submission and before the prescribed deadline for bid submission.
- d. The EMD of unsuccessful bidders shall be released within 28 days without any interest after the issuance of Letter of Acceptance of successful bidder.
- e. The EMD of the successful bidder shall be released within 28 days after the issuance of Letter of Acceptance without any interest subject to furnishing of requisite Performance Security in accordance to Sr. No. 14 of this NIQ.
- f. No interest shall be payable by SAPDC on EMD.

12. Award Criteria:- The bid shall be evaluated on overall basis and the award shall be made to the Bidder/Supplier on evaluated bid price (Ref. Annexure-A) for whole work as per Scope of work provided the evaluated Bid Price is within a reasonable variation of the estimated amount of Work.

13. LD Charges/Penalty:

In case of delayed delivery of spare parts or delayed in servicing of the machine(s)/desktop, LD @ 0.5% of contract price per day of delay in spare parts or delayed in servicing of the machine(s) shall be levied separately, as the case may be, subject to maximum of 5% of the contract price (cumulative or individual LD in terms of clause at Sr.No.13 & at Sr.No.16).

In case the supplier fails to supply of spare parts &/or servicing of the machine(s)/Desktop within 9 days from the date of requirement raised by SAPDC, SAPDC reserves the right to terminate the supply order / LOA and Performance Security shall be forfeited/encashed.

14. 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 Kandbari, 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 10% 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 fulfil its contractual obligations under the contract.
- iii. Failure of the successful Bidder to comply with the requirements of Clause 14 (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 without any interest and "Completion Certificate" issued by OIC (Officer-in-Charge).
- v. In case of delay in submission of performance security beyond 28 days as provided in clause 14(i) above, interest @ SBI, India one year MCLR +200 Basis points applicable on the date of bid submission shall be charged on per day basis up to the date of delay in submission. However, delayed acceptance beyond 56 days shall be at the sole discretion of SAPDC and Letter of Acceptance/ award (LOA) shall be subject to cancellation and forfeiture of EMD along with other suitable action as per bid document.
- vi. The notification of Award (NOA)/Letter of Acceptance (LOA) will constitute the formation of the Contract until formal agreement(if any) is signed and further subject only to the furnishing of a performance security deposit in accordance with the relevant provisions of Tender/Bid Document.

15. 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.

16. 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 7 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 @ 0.5 % 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 13 & 16 of NIQ).

17. 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).

18. Guarantee/Warranty (if applicable): Guarantee/Warranty shall one (01) year 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 will

respond within two days and ensure rectification within one week's time from the date of lodging of complaint. The supplier shall either rectify or replace the defective material/goods free of cost to SAPDC.

19. 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.

20. 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 Engineer/Officer-in-Charge (EIC/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 shall be provided during the period of occurrence of Force Majeure event. However, no cost compensation shall be provided.

21. Inspection: Inspection of the item(s)/material shall be carried out by EIC/OIC or his authorized representative. EIC/OIC shall ensure the technical specification(s), make/brand/model (If applicable) supplied item(s) is/are as per NIQ'/LOA. Further, in case of servicing and installation of spare parts OIC shall issue the completion certificate after completion of assignment.

22. Officer-in-Charge (OIC): Post award correspondences regarding execution, Payment etc. of work shall be addressed to HEAD/DGM(IT), SAPDC, Arun-3 HEP, Satluj Bhawan, Arun Sadan, Tumlingtar, Nepal (Mobile No.:9852058151) who shall be Officer -in-Charge of this assignment.

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

However, Head (Store) shall be the consignee for this contract and payment and other codal formalities shall be done through Head (Store) for all the material. The address of consignee shall be as following:

Head (Store),

Satluj Bhawan, Arun Sadan,
SAPDC, Tumlingtar,
Distt. Sankhuwasabha, Nepal.
(Mobile No.: 9852026194/9852099567)
Email: store.sjvnnepal@sjvn.nic.in

24. 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.

25. Integrity Pact (Schedule-F):

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

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

Entering Integrity Pact as per Schedule-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.	Sh. Manoj Pant, IFoS (Retd.)	House no. 70, Usha Colony, Sahastradhara Road, Dehradun-248013, Uttarakhand. Email: mpant2007@gmail.com
2.	Sh. Davendra Verma	604, Tower-14, Purvanchal Royal City, Chi V, Greater Noida, G.BB. Nagar (UP) 201310 E-mail: verma.davendra@gmail.com

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

26. SAPDC reserves the right to accept or reject the bid or to annul the bidding process at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder of the grounds for the SAPDC action.

27. For enquiry/clarification for submission of bid and any other information, the Bidder may contact to:

Name	Designation	Contact No.	Address
Er. Parminder Kumar	Chief Engineer (P&C)	029-575154	Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal.

28. 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 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.
- e. Tumlingtar to Dam Site (Phaksinda): 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 behalf of SAPDC,

Sd/-

Chief Engineer (P&C),

SAPDC, Arun-3 HEP

Ph. +977-29-575154

e-mail: pnc.sapdc@sjvn.nic.in

Bill of Quantities (BOQ)

Name of Work: - “Rate Contract for Routine Maintenance and Supply of spare parts for Desktop Computer installed at various offices of SAPDC, Arun-3 HEP for a period of Two (02) year (PPR-188/2024)”.

Sr. No.	Description	Location	Make /Brand	Unit	Qty.	Rate (NPR) (Including Transportation Charges & VAT)		Amount (NPR) (Including Transportation Charges & VAT)
						In figures	In words	
Part-A: Rate Contract for supply of spare parts for Desktop Computer.								
1.	HDD 1TB (As per Technical Specification at Annexure-B & Scope of Work/assignment at Annexure-C)	Western Digital/Seagate/Samsung/Adata		Nos.	15			
2.	SSD 256 GB (As per Technical Specification at Annexure-B & Scope of Work/assignment at Annexure-C)	Samsung/WD/Kingst one/Matrix/Crucial/Adata/Dahua		Nos.	15			
3.	SSD 512 GB (As per Technical Specification at Annexure-B & Scope of Work/assignment at Annexure-C)	Samsung/WD/Kingst one/Matrix/Crucial/Adata/Dahua		Nos.	15			
4.	SSD 1 TB (As per Technical Specification at Annexure-B & Scope of Work/assignment at Annexure-C)	Samsung/WD/Kingst one/Matrix/Crucial/Adata/Dahua		Nos.	10			

5.	Wireless Keyboard & Mouse (Combo) (As per Technical Specification at Annexure-B & Scope of Work/assignment at Annexure-C)	Reputed	Nos.	20			
6.	Wired Keyboard (As per Technical Specification at Annexure-B & Scope of Work/assignment at Annexure-C)	Reputed	Nos.	20			
7.	Wired Mouse (As per Technical Specification at Annexure-B & Scope of Work/assignment at Annexure-C)	Reputed	Nos.	20			
8.	RAM 8 GB DDR III (As per Technical Specification at Annexure-B & Scope of Work/assignment at Annexure-C)	Compatible	Nos.	10			
9.	RAM 8 GB DDR IV (As per Technical Specification at Annexure-B & Scope of Work/assignment at Annexure-C)	Compatible	Nos.	10			
10.	RAM 16 GB III (As per Technical Specification at Annexure-B & Scope of Work/assignment at Annexure-C)	Compatible	Nos.	10			

11.	RAM 16 GB IV (As per Technical Specification at Annexure-B & Scope of Work/assignment at Annexure-C)	Compatible	Nos.	10			
12.	HDMI Cable 1.5 meter (As per Technical Specification at Annexure-B & Scope of Work/assignment at Annexure-C)	Reputed	Nos.	10			
13.	HDMI Cable 5 meter (As per Technical Specification at Annexure-B & Scope of Work/assignment at Annexure-C)	Reputed	Nos.	10			
14.	HDMI Cable 10 meter (As per Technical Specification at Annexure-B & Scope of Work/assignment at Annexure-C)	Reputed	Nos.	10			
15.	Display Port to HDMI Cable 2 meter (As per Technical Specification at Annexure-B & Scope of Work/assignment at Annexure-C)	Reputed	Nos.	10			

16.	Web Camera (As per Technical Specification at Annexure-B & Scope of Work/assignment at Annexure-C)	Logitech/Hikvision/HP	Nos.	10			
17.	UPS 650Va (As per Technical Specification at Annexure-B & Scope of Work/assignment at Annexure-C)	Prolink/APC/JDKE/Vguard	Nos.	20			
18.	Monitor 24" (As per Technical Specification at Annexure-B & Scope of Work/assignment at Annexure-C)	Dell/Samsung/Acer/Asus/Lenovo	Nos.	10			
Part-B: Routine Maintenance of (Dell & HP Make) Desktop computer at Janakpur, Kathmandu, Tumlingtar, Phaksinda & Phukuwa.							
1.	Service Charge for Desktop computer of Dell & HP Brand Installed at Tumlingtar. (As per Scope of Work/assignment at Annexure-C)	-N.A-	Per Desktop	44			
2.	Service Charge for Desktop computer of Dell & HP Brand Installed at Phaksinda. (As per Scope of Work/assignment at Annexure-C)	-N.A-	Per Desktop	2			

3.	Service Charge for Desktop computer of Dell & HP Brand Installed at Phukuwa. (As per Scope of Work/assignment at Annexure-C)	-N.A-	Per Desktop	4			
4.	Service Charge for Desktop computer of Dell & HP Brand Installed at Janakpur. (As per Scope of Work/assignment at Annexure-C)	-N.A-	Per Desktop	3			
5.	Service Charge for Desktop computer of Dell & HP Brand Installed at Kathmandu. . (As per Scope of Work/assignment at Annexure-C)	-N.A-	Per Desktop	6			
Total Amount (Part-A+B) (Including Transportation Charges etc & Including VAT)							
Overall Discount (if any) %						In Figure	In Word
Net Amount after offered discount (NPR)							

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)

Undertaking for Compliance of minimum Technical Specification of the item(s)(PPR-188/2024)

Table-1

To be filled by the bidder as mentioned below;

Sr.No.	Items	Accepted Make/brand	Quoted/offered Make/brand to be mentioned by the bidder
1	HDD 1TB	Western Digital/Seagate/Samsung/Adata	
2.	SSD 256 GB	Samsung/WD/Kingstone/Matrix/Crucial/Adata/Dahua	
3.	SSD 512 GB	Samsung/WD/Kingstone/Matrix/Crucial/Adata/Dahua	
4.	SSD 1 TB	Samsung/WD/Kingstone/Matrix/Crucial/Adata/Dahua	
5.	Wireless Keyboard & Mouse (Combo)	Reputed	
6.	Wired Keyboard	Reputed	
7.	Wired Mouse	Reputed	
8.	RAM 8 GB DDR III	Compatible	
9.	RAM 8 GB DDR IV	Compatible	
10.	RAM 16 GB III	Compatible	
11.	RAM 16 GB IV	Compatible	
12.	HDMI Cable 1.5 meter	Reputed	
13.	HDMI Cable 5 meter	Reputed	
14.	HDMI Cable 10 meter	Reputed	
15.	Display Port to HDMI Cable 2 meter	Reputed	
16.	Web Camera	Logitech/Hikvision/HP	
17.	UPS 650Va	Prolink/APC/JDKE/Vguard	
18.	Monitor 24"	Dell/Samsung/Acer/Asus/Lenovo	

A. Technical Specification of Hard Disk:

Parameters	Item Description along with Technical Specifications /Required Specification	Compliance filled by the Bidder as either YES/NO/Mentioning the corresponding specifications
Storage Capacity	512GB/1TB	
Interference Type	SATA	
Hard Disk Rotational Speed	7200 RPM	
<u>Compatibility</u>	Windows 11/Windows 10/MAC and Linux	

B. Technical Specification of SSD:

Parameters	Item Description along with Technical Specifications /Required Specification	Compliance filled by the Bidder as either YES/NO/Mentioning the corresponding specifications
Storage Capacity	256GB,512GB	
Form Factor	2.5”	
Interface	SATA Rev. 2.0 (6Gb/s) or above	
Compatibility	Windows 11/Windows 10/MAC and Linux	
Read/Write Speed	Up to 550 MB/s	
Hardware Platform	PC	

C. Technical Specification of RAM 8GB and 16GB:

Parameters	Item Description along with Technical Specifications /Required Specification	Compliance filled by the Bidder as either YES/NO/Mentioning the corresponding specifications
Memory Storage	8GB,16GB	
Memory Type	DDR3 and DDR4	
Compatible Device	Desktop	
Data Transfer Rate	12 Gb/s	
Memory Clock Speed	2133 or above	

D. Technical Specification of Wireless keyboard and Mouse:

Parameters	Item Description along with Technical Specifications /Required Specification	Compliance filled by the Bidder as either YES/NO/Mentioning the corresponding specifications
Features	Wireless / Bluetooth	
Wireless Type	2.4 GHz, Bluetooth 5.0	
Wireless Receiver	USB Wireless receiver	
OS Support	Apple Macs, Android, Ubuntu, Windows 10, Windows 11	
Power Source	Battery Powered	

E. Technical Specification of Wired keyboard and Mouse:

Parameters	Item Description along with Technical Specifications /Required Specification	Compliance filled by the Bidder as either YES/NO/Mentioning the corresponding specifications
Features	Wired	
OS Support	Apple MacOS, Android, Ubuntu, Windows 10, Windows 11	

F. Technical Specification of HDMI cable:

Parameters	Item Description along with Technical Specifications /Required Specification	Compliance filled by the Bidder as either YES/NO/Mentioning the corresponding specifications
HDMI Version	HDMI 2.0 or above	
Resolution and Refresh Rates:	1080 and above	
Cable Construction and Quality	High-quality materials	
Cable Length	2M,5M and 10M	

G. Technical Specification of DisplayPort to HDMI Display Cable:

Parameters	Item Description along with Technical Specifications /Required Specification	Compliance filled by the Bidder as either YES/NO/Mentioning the corresponding specifications
Connector Type	DisplayPort to HDMI	
Uses	Transmits audio and video from computer to HD display	
Cable Length	1M or above	
Cable Construction and Quality	High-quality materials	

H. Technical Specification of Web Camera:

Parameters	Item Description along with Technical Specifications /Required Specification	Compliance filled by the Bidder as either YES/NO/Mentioning the corresponding specifications
Uses	Transmit audio and video from computer to HD display	
Microphone	Built-in microphones	
Megapixel	2MP or above	
Connectivity	USB	
Mounting Options	Adjustable Clip/Stand	
Compatibility	Operating system (Windows, macOS, Linux) and video conferencing/streaming software (Zoom, Skype, OBS, etc.).	
Privacy Features	Indicators (LED lights) to signal when the camera is in use	
Cable Length	4 Feet	

I. **Technical Specification of UPS :**

Parameters	Item Description along with Technical Specifications /Required Specification	Compliance filled by the Bidder as either YES/NO/Mentioning the corresponding specifications
Power Rating	Minimum 650VA	
Input Voltage	230v	
Warranty	Minimum one year or as per OEM standard policy whichever is higher.	

J. **Technical Specification of Monitor:**

Parameters	Item Description along with Technical Specifications /Required Specification	Compliance filled by the Bidder as either YES/NO/Mentioning the corresponding specifications
Resolution	FHD 1,920 x 1,080 Pixels Ultra wide or above	
Mounting Type	Desktop mount	
Display Technology	LED	
Hardware Interface	VGA, HDMI/Display Port	
Accessory	Standard Accessory Power Cord, HDMI Cable	
Screen Size	24" or above	

SCOPE OF WORK

NAME OF WORK: “Rate Contract for Routine Maintenance and Supply of spare parts for Desktop Computer installed at various offices of SAPDC, Arun-3 HEP for a period of Two (02) year (PPR-188/2024)”.

SCOPE OF WORK/ASSIGNMENT:

A. Supply of spare parts as per requirement raised by SAPDC.

The material/ goods under this Contract shall be supply & transport upto to Consignee at address mentioned below:

Head (Store),

Satluj Bhawan, Arun Sadan,
SAPDC, Tumlingtar,
Distt. Sankhuwasabha, Nepal.
(Mobile No.: 9852026194/9852099567)
Email: store.sjvnepal@sjvn.nic.in

B. Servicing /Routine Maintenance of Desktop Computer installed at various offices of SAPDC, Arun-3 HEP as per requirement raised by SAPDC.

1. Cleaning of external component i.e. keyboard, mouse, monitor etc.
2. Dust removal using compressed air to clean dust from internal components.
3. Ensure that operation system, Antivirus and other program are up to date to protect against security threats.
4. Data Backup of important data to an external hard drive to prevent data loss in case of hardware failure.
5. Remove unnecessary programs, clean up temporary files defragmenting hard drive to improve system performance.
6. Update device driver’s firmware and BIOS to ensure compatibility and performance enhancement.
7. Use monitoring tools to check CPU/GPU temperatures to prevent overheating issues.
8. Inspection of all cables and connections and tightening to avoid connectivity issues.
9. Replacement of defective parts with new spare parts (if found defective).
10. The travelling expenses upto Tumlingtar for Servicing /Routine Maintenance of Desktop Computer installed at various offices of SAPDC, Arun-3 HEP shall be in the scope of service provider. However, local transportation during servicing / maintenance from Tumlingtar to Project sites i.e (Pukhuwa, Phaksinda, & Janakpur) shall be in the scope of SAPDC.

FORM OF DECLARATION (PPR-188/2024)

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 “**Rate Contract for Routine Maintenance and Supply of spare parts for Desktop Computer installed at various offices of SAPDC, Arun-3 HEP for a period of Two (02) year (PPR-188/2024)**” 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/sent 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)

BANK ACCOUNT DETAILS (PPR-188/2024)

Sr. No.	Particulars	#To be filled by bidder
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 " **Rate Contract for Routine Maintenance and Supply of spare parts for Desktop Computer installed at various offices of SAPDC, Arun-3 HEP for a period of Two (02) year (PPR-188/2024)**"

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

THE CONDITIONS of this obligation are:

- 1. If bid withdrawn or amends its bid or impairs or derogates from the bid in any respect in the interval between the bid submission deadline and the expiration of the bid validity period.

or

- 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.

or

- b. Adopts corrupt or fraudulent practices.

or

- c. fails or refuses to furnish the Performance Security, in accordance with the NIQ.

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

DATE _____

SIGNATURE OF THE BANK_____

WITNESS_____

SEAL_____

(Signature, name and address)

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT

(Refer clause 14 of NIQ)

Date:

To,

Name & Address of the Employer

We have been informed that(the “company”),
having its registered office at
..... has entered into a
Agreement on20.... with you for the work of **“Rate Contract for
Routine Maintenance and Supply of spare parts for Desktop Computer installed at
various offices of SAPDC, Arun-3 HEP for a period of Two (02) year (PPR-188/2024)**

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

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

The term of this Performance Security shall commence on the date of its issuance and
shall expire on the date **60 days beyond contract Period** (the "**Expiry Date**").

All claims, if any, in respect of this Performance Security must be received by the
Guarantor on or before the Expiry Date.

This guarantee is subject to Uniform Rules for Demand Guarantees ICC Publication No.
758, except that the provisions of Article 26 are hereby excluded and shall be governed
by and construed in accordance with the Laws of Nepal and will be subject to the
jurisdiction of the courts of Nepal.

The Performance Security shall not be affected by any change in the constitution of the
Guarantor or of the Company.

Notwithstanding anything contained hereinabove:

- (1) Our liability under this Guarantee shall not exceed the Security Amount
- (2) Any demand may be brought by SAPDC under this Guarantee up to close of business on the Expiry Date.
- (3) We shall be liable to pay any amount under this Guarantee or part thereof only if we receive a claim or demand in writing within banking hours at our branch on or before the Expiry Date and if no such demand has been received by us by that time and date, all rights to bring any demand under this guarantee will cease.

Notwithstanding sub-section (2) and (3) above, all claims made by SAPDC on or before the Expiry Date shall, subject to sub-section (1) above, be honoured by the Guarantor where payment in respect of such demands have not been made by the Expiry Date.

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

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

Signed for and on behalf of:

Name:

Designation:

Seal of the Bank:

Signed for and on behalf of:

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

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

.....

Name:

Designation:

Seal of the Bank:

Signed for and on behalf of:]

INTEGRITY PACT-PRE-CONTRACT

Between

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

And

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

WHEREAS the Employer proposes to procure under laid down organizational procedures, contract for **“Rate Contract for Routine Maintenance and Supply of spare parts for Desktop Computer installed at various offices of SAPDC, Arun-3 HEP for a period of Two (02) year (PPR-188/2024)”** and the Bidder/Contractor is willing to offer against Tender No. **SAPDC/P&C/ARUN-3 HEP/PPR-188/2024- 1051 dated 12.12.2024**

NOW, THEREFORE,

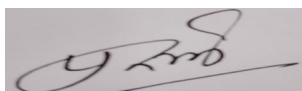
To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

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



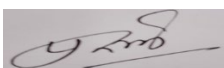
advantage from the Bidder/Contractor, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 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
- 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).

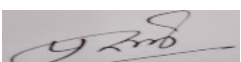
- 2.12 The Bidder(s)/Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Employer.
- 2.13 The Bidder/supplier shall follow all rules and regulations of **India and/or Nepal**.

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
- 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
in respect on any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Government Department in India and in Nepal (*Employer's country*).
- 3.2 The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4.0 Earnest Money (Security Deposit)

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

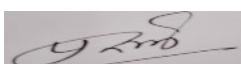


5.0 Sanctions for Violations

- 5.1 Any breach of the aforesaid provisions by the Bidder/Contractor or any one employed by it or acting on its behalf shall entitle the Employer to take action as per the procedure mentioned in the “**Guidelines on Banning of Business Dealings**” attached as **Annex-A** and initiate all or any one of the following actions, wherever required: -
- (i) To immediately disqualify the bidder and call off the pre contract proceedings without assigning any reason or giving any compensation to the Bidder/Contractor. However, the proceedings with the other Bidder(s)/Contractor(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the Employer and the Employer shall not be required to assign any reason thereof.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/Contractor shall be liable to pay compensation for any loss or damage to the Employer resulting from such cancellation/rescission and the Employer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Contractor.
 - (iv) To encash the Bank guarantee, in order to recover the dues if any by the Employer, along with interest as per the provision of contract.
 - (v) To debar the Bidder/Contractor from participating in future bidding processes of Employer, as per provisions of “Guidelines on Banning of Business Dealings” (**Annex-A**), which may be further extended at the discretion of the Employer.
 - (vi) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.
 - (vii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Employer with the Bidder/ Contractor, the same shall not be opened/operated.
 - (viii) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.2 The Employer will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (viii) of this Pact also on the Commission by the Bidder/Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Contractor), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption in Employer’s country.
- 5.3 The decision of the Employer to the effect that a breach of the provisions of this Pact has been committed by the Bidder/Contractor shall be final and conclusive on the Bidder/Contractor. However, the Bidder/Contractor can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

6.0 Independent External Monitor(s)

- 6.1 The Employer has appointed Independent External Monitor(s) (hereinafter referred to as Monitors) for this Pact.
- 6.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 6.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement for which a complaint or issue is raised before them including minutes



of meetings. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.

- 6.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform CMD/CEO/MD of Employer and request Employer to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 6.6 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Employer including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor(s) with confidentiality.
- 6.7 The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings as and when required.
- 6.8 The Monitor will submit a written report to the CMD/CEO/MD of Employer within 30 days from the date of reference or intimation to him by the Employer/Bidder and should the occasion arise, submit proposals for correcting problematic situations.
- 6.9 The word 'Monitor' would include both singular and plural.
- 6.10 In the event of a dispute between the management and the contractor related to those contracts where integrity pact is applicable, in case both the parties agree, they may try to settle the dispute through mediation before the panel of IEMs in a time bound manner. In case the dispute remains unresolved even after mediation by the panel of IEMs, SJVN/SAPDC may take further action as per the terms and conditions of Contract. Expenses on dispute resolution shall be equally shared by both the parties.

7.0 Facilitation of Investigation

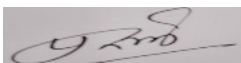
In case of any allegation of violation of any provisions of this Pact or payment of commission, the Employer or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder/Contractor and the Bidder/Contractor shall provide necessary information and documents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

8.0 Law and Place of Jurisdiction

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

9.0 Other Legal Actions

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

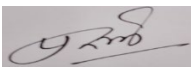


- 9.2 Changes and supplements as well as termination notice need to be made in writing.
- 9.3 If the Contractor is a partnership or a consortium or a joint venture, this pact must be signed by all partners of the consortium/joint venture.

10.0 Validity

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

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

Employer 

Bidder
(Authorized Person)

Name of the Officer: **Parminder Kumar**

(Name of the Person)

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

Designation

Place: Tumlingtar, Nepal

Place-----

Date-----

Date-----

Witness 1. _____

Witness 1. _____

(Name and address)

(Name and address)

2. _____

2. _____

(Name and address)

(Name and address)

GUIDELINES ON BANNING OF BUSINESS DEALINGS

1.0 Introduction

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

2.0 Scope

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

3.0 Definitions

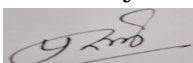
In these Guidelines, unless the context otherwise requires:

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

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

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

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



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

4.0 Initiation of Banning / Suspension

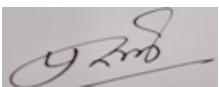
Action for banning /suspension business dealings with any Agency shall be initiated by the department responsible for invitation of bids after noticing the irregularities or misconduct on the part of Agency concerned. Besides the concerned department, Vigilance Department of each Unit/ Corporate Vigilance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

5.0 Suspension of Business Dealings.

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

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

- 6.1 If the security consideration, including questions of loyalty of the Agency to Employer so warrants;
- 6.2 If the director /owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last three years.
- 6.3 If business dealings with the Agency have been banned by the Department of Power, Government of India and/or the relevant government department of Nepal.



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

7.0 Banning of Business Dealings


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

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

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

9.0 Show-cause Notice

- 9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency, Statement containing the imputation of misconduct or misbehaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.
- 9.2 If the Agency requests for inspection of any relevant document in possession of Employer, necessary facility for inspection of documents may be provided.
- 9.3 The Competent Authority may consider and pass an appropriate speaking order:
- a) For exonerating the Agency if the charges are not established;



b) For removing the Agency from the list of approved Suppliers / Contactors, etc.

c) For banning the business dealing with the Agency.

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

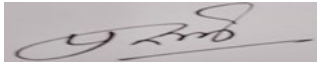
10.0 Appeal against the Decision of the Competent Authority

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

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

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

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



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

FORM OF DECLARATION OF ELIGIBILITY

UNDERTAKING

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

(Seal & signature of the Authority Signatory of Contractor)