

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-3HEP/PPR-193/2024-1058

Date: 13.12.2024

NOTICE INVITING QUOTATIONS (NIQ)

Sealed quotations are herewith invited by SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC/Employer) from the eligible Bidder/Suppliers of Nepal for “**Procurement of IT Spares for SAPDC Office Complex, Tumlingtar Nepal (PPR-193/2024)**” as per the details provided here-in-below:-

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

TERMS & CONDITIONS (T&C):

1. Minimum Qualifying Requirements:

- The firm/bidder should be manufacturer/authorized distributor/authorized supplier/authorized reseller for item (s) of BOQ for which Bidder is submitting the bid. In addition to above, the supplier who deals in IT, Electrical & Electronic equipment etc. can participate in bidding subject to furnishing of a certificate from authorized supplier/reseller/ manufacturer for this particular work/assignment/contract. Authorization certificates are required for items at Sr. No. 1, 3, 4, 10, 11, 18, 19 & 20 of BOQ (Annexure-A).
- 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 “**Procurement of IT Spares for SAPDC Office Complex, Tumlingtar Nepal (PPR-193/2024)**” and submitted at the address of the undersigned and must reach this office through courier or by post or by hand on or before **03.01.2024 by 1530 Hrs.** and same shall be opened on **03.01.2025 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. Original Earnest Money Deposit (EMD) (as per Sr. No.9).
- ii. The firm shall submit PAN/VAT/Registration certificate.
- iii. Authorization certificate supporting with requisite documents for meeting out criteria laid down at Sr. No. 1.a. above.
- iv. Bidder shall submit the Undertaking for Compliance of minimum Technical Specification of the item(s) for which rates have been quoted, for meeting out criteria laid down at Sr. No. 1.b. above by the duly filled with YES/NO/Mentioning the corresponding specifications in the Undertaking for Compliance of minimum Technical Specifications at Annexure-B. Further, Deviation, if any considered by the bidder as per Annexure-B, then the same shall be examined by the Indenting Department of SAPDC in line with Technical specification whether the same is acceptable or not. In case of non-acceptance by the Indenting Department of SAPDC the bid may be rejected. Further, Annexure-B shall be made the part of Supply order/LOA. **Further, bidder shall also mention the name of offered make/brand in the table-1 under Annexure-B**
- v. Duly filled in & signed ‘Form of declaration’ as per Annexure-D.
- vi. Bank Account Details as per Annexure-E.
- vii. Duly signed & stamped 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.
Part –II (Price Bid) shall be opened subsequently, if no clarification is required from the Bidder(s). In case clarification is sought from the Bidder(s), separate intimation shall be given for opening of Price Bid(s) of responsive bidder(s).
4. No material and T&P will be issued by SAPDC.
5. **Completion period:** Completion period shall be 45 days to be reckoned from date of issuance from Supply Order/Letter of Acceptance (LOA) including Supply, transportation, etc. complete in all respect as per scope of work.
6. **Bid Validity:** The bid (s) shall be valid for 90 days from the opening of bid(s).
7. **Prices:-** The supplier/bidder shall offer rates & prices “on Firm Price Basis”. The quoted rates for item(s) shall be inclusive of VAT and transportation and SAPDC shall not bear anything extra on this account. Any statutory variation in the rate of taxes after the last date of submission of bid (if any), during the currency of the contract including extension thereof shall be reimbursed/adjusted on production of documentary proof.
Rates & amount should be filled in both figures and words. In case of ambiguities in between the rate in figures and the rate in words, the rate quoted in words shall prevail and the amount shall be corrected accordingly. The SAPDC reserves the right to adjust arithmetical or other errors in any tender/quotation in the way which it considers suitable.

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

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

Subject to submission of Performance security @ Five percent (5%) of the contract price (i.e. in terms of NIQ Clause 12 of NIQ), the 100% (hundred percent) payment against the supply/delivery of material shall be made after delivery of material at SAPDC office complex, Tumlingtar and on issuance of inspection certificate by Engineer-in-Charge (EIC).

Five percent (5%) amount of the contract price may be retained by SAPDC against performance security (In the event of non-submission of Performance security by the successful bidder), which shall be released after submission of Performance security in terms of NIQ Clause 12. or released within 28 days after completion of guarantee / warranty period reckoned from the supply of item(s)/material/goods upon recommendation and submission of satisfactory performance certificates by OIC (as the case may be). No interest shall be paid on the retained amount.

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

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

i. EMD shall remain valid for a period of 30 days beyond the original validity period of the proposal (**i.e 135 days from the last date of submission of bid**). or

ii. FDR (issued by a “A” Class Nepalese Bank/Scheduled Bank of India shall only be acceptable) duly pledged in favour of **SAPDC-NPR Construction Account**. or

iii. Manager’s cheque (issued by a “A” Class Nepalese Bank shall only be acceptable) in favour of in favour of **SAPDC-NPR Construction Account** payable at Khandbari. or
Alternatively, Payment against EMD may also be made directly in the account of SAPDC as below. However, proof of same shall be submitted by the Firm/agency with the Proposal in Part-I (Envelope-I):

NPR Account Details:

Everest Bank Limited

Name: SAPDC-NPR CONSTRUCTION ACCOUNT.

Acc. No. 00800105200477 , Swift Code: EVBLNPKA

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

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

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

b. EMD of the Firm(s)/Agency(ies) shall be forfeited:

- i. If bid withdrawn or amends its bid or impairs or derogates from the bid in any respect in the interval between the bid submission deadline and the expiration of the bid validity period. or
- ii. Adopts corrupt or fraudulent practices or
- iii. Does not accept the correction of the Bid Price. or
- iv. EMD of the successful bidder(s)/supplier(s) shall be forfeited, in the event of non-compliance of Supply Order/Letter of Acceptance (LOA) and in this event forfeited amount shall be 2% of the contract price/awarded amount of the respective successful bidder(s)/supplier(s). or
- v. In the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Performance Security Deposit.
- c. Firm(s)/Agency(ies) may modify or amends its bid or withdraw its bid after submission and before the prescribed deadline for bid submission.
- d. The EMD of unsuccessful Firm(s)/Agency(ies) shall be released within 28 days without any interest after the issuance of Letter of Acceptance of successful Firm(s)/Agency(ies).
- e. The EMD of the successful Firm/Agency shall be return within 28 days after submission of performance security, required to be submitted in terms of clause 12 of NIQ or after retention of amount as per NIQ Clause 8 (as the case may be).
- f. No interest shall be payable by SAPDC on EMD.

10. **Award Criteria:**

- (i) The bid shall be evaluated on Item wise basis and the award shall be made based on the lowest rate/Amount quoted by the Bidder/Supplier for particular item(s) 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 not quoted for those item(s) and is not willing to supply those item(s). In that case those item(s) may be awarded to other bidder(s) on their lowest rate(s).

11. **Liquidated Damages (LD):** In case of delayed delivery, LD @ 0.44% of contract price per day against delay in supply of items, shall be levied subject to maximum of 10 % of the contract price (cumulative or individual LD in terms of clause at Sr.No.11 & at Sr.No.15).

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

12. **Performance Security Deposit:**

- 12.1 Within 28 (twenty eight) days from the date of issue of the Supply Order/Letter of Acceptance (LOA), the successful bidder(s) shall deliver to the Employer a Performance Security equal to **5% (Five percent)** of the Contract Price, valid till 60 days beyond Contract period and till successful completion of warranty period in terms of clause 18 of NIQ .
- 12.2 The Performance Security Deposit shall be in the form of a demand draft / Banker Cheque in favor of “**SAPDC-NPR Construction Account**” payable at Khandbari, FDR (duly pledged in favor of **SJVN Arun-3 Power Development Company Private Limited (SAPDC)**). The bidder may submit the same in the form of irrevocable, valid and fully enforceable Bank Guarantee in favor of **SJVN Arun-3 Power Development Company Private Limited (SAPDC)** in the prescribed form from a Class A bank

situated in Nepal acceptable to SJVN Arun-3 Power Development Company Private Limited.

- 12.3 Failure of the successful Bidder to comply with the requirements of Clause 12.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money Deposit. He will also be debarred from participating in bids invited by the Project for one year.
- 12.4 The performance guarantee will be returned by the EIC (Engineer-in-Charge) to the contractor within 28 days after completion of contract without any interest, after issuance of successful Completion Certificate, on completion of warranty period .
- 12.5 In case of delay in submission of performance security beyond 28 days as provided in clause 12.1 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 NIQ.
- 12.6 In case, the last day of submission of Performance Security happens to be a bank holiday, the last day of submission shall be the next working day.
- 12.7 The notification of Award (NOA)/Letter of Acceptance (LOA) will constitute the formation of the Contract and further subject only to the furnishing of a performance security
13. **Force Majeure:** The term "Force Majeure" shall herein mean riots (other than among the Vendor's employees), Civil Commotion (to the extent not insurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires not caused by Vendor's negligence and other such causes over which the Vendor has no control and are accepted as such by the Officer-in-Charge (OIC), whose decision shall be final and binding. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party alleging that it has been rendered unable as aforesaid, thereby shall notify within 10 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause. Extension of time without levy of LD shall be provided during the period of occurrence of Force Majeure event, however no cost compensation shall be provided.
14. **Packing:** The supplier, wherever applicable shall properly pack and stack all materials/goods in such a manner as to protect them from deterioration and damage during transportation. The supplier shall be responsible for all damage due to improper packing.
15. **Replacement:** If the material/goods or any portion thereof is damaged or lost during transit, SAPDC shall give notice to the supplier setting forth particulars of such material/goods damaged or lost during transit. The replacement of such material/goods shall be effected by the supplier within 23 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 @ 0.44% of contract price per day of delay shall be levied.

The levied LD shall be subject to maximum of 10% of the contract price (cumulative or individual LD in terms of clause at Sr.No.11 & at Sr.No.15).

16. **Rejection:** In the event that any of the material/goods supplied by the supplier is found defective in material or workmanship or otherwise not in conformity with the specification, SAPDC shall either reject the material/good(s)/Item(s) or request the supplier in writing to rectify/replace the same. The supplier, on receipt of such notification shall rectify/replace (As directed by the OIC/EIC) the defective material/good(s)/item(s) free of cost to the SAPDC. Decision of OIC/EIC (SAPDC) shall be final and binding on the supplier(s).

17. **Demurrage, Wharfage etc.:** All demurrage, wharfage and other expenses incurred due to delayed clearance of the material/goods or any other reason shall be on the account of the supplier.

18. **Guarantee/Warranty:** Guarantee/Warranty shall be minimum for 12 months or as per the Policy of Original Equipment Manufacturer (OEM), whichever is higher (as applicable to respective item(s) of BOQ). In case of any complaint/repair required during Warranty/Guarantee period, the vendor/ supplier will respond within Seven days and ensure rectification within two weeks' time from the date of lodging of complaint. The supplier shall either rectify or replace the defective item(s)/material(s) free of cost to SAPDC within Guarantee/Warranty period.

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

19. **Consignee/OIC:** The material/ goods under this Contract shall be dispatched to the location as mentioned in the BOQ/Scope of Work.

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

SM (Store),
Satluj Bhawan, Arun Sadan,
SAPDC, Tumlingtar,
Distt. Sankhuwasabha, Nepal.
Contact No 029-575143
E-mail: store.sjvnnepal@sjvn.nic.in

20. **Inspection:** Inspection of the item(s)/material shall be carried out by EIC or his authorized representative at Store/ locations as mentioned in the BOQ/Scope of Work. EIC shall ensure the technical specification(s), make/brand/model (If applicable) of the supplied item(s) is/are as per NIQ/LOA.

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

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

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

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

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

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:

S.N.	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.**

24. Corrigendum/Addendum, if any to NIQ shall be uploaded only on <https://sjvn.nic.in/tender-notice/97> & <https://sapdc.com.np/page/tender.html>.
25. SAPDC reserves the right to reject any or all the tenders without assigning any reason thereof.
26. For any enquiry/clarification for submission of bid and any other information, the Bidders may contact to:-

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

27. General Information:

Access to Project Sites:

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

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

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

For & on the behalf of SAPDC

Sd/-

(Parminder Kumar)

Chief Engineer (P&C)

Satluj Bhawan, Arun Sadan,

SAPDC, Tumlingtar,

Distt. Sankhuwasabha, Nepal

Ph. +977-29-575154,

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

BILL OF QUANTITIES

Name of Work/Assignment: PPR-193/2024 “ Supply, Transportation of Various IT/Electrical/Electronic Spares at SAPDC Office Complex Tumlingtar, Distt Sankhuwasabha Nepal, as per Technical Specification at Annexure-B & Scope of work at Annexure-C.

Sr. No	Description of items	Acceptable Makes/ Brands	Unit	Qty	Offered Make/ Brand/Model (If applicable) to be filled by the bidder	Rate (NPR) Inclusive of VAT & transportation charges		Amount (NPR Inclusive of VAT) & transportation charges
						In Figures	In Words	
1.	Managable Switch	Cisco/Juniper	Nos	2				
2.	Media Converter	Reputed	pair	15				
3.	Cat6 Cable Indoor	Commscope/ panduit/Digicom/ Legrand	Roll (305 m)	3				
4.	Cat6 Cable Outdoor	Commscope/ panduit/Digicom/ Legrand	Roll (305 m)	3				
5.	Telephone Cable 2 Pairs	Havells/Mahalaxmi /Janta Cable	meter	500				
6.	Telephone Cable 20 Pairs	Havells/Mahalaxmi /Janta Cable	meter	500				
7.	Telephone Cable 30 Pairs	Havells/Mahalaxmi /Janta Cable	meter	1000				
8.	DB Box 30 Pair	Reputed	Nos	5				
9.	DB Box 50 Pair	Reputed	Nos	5				
10.	Single line Telephone Set	Matrix/Digicom/ Panasonic/LV Switch	Nos	25				
11.	IP Phone	Matrix/Digicom/ Panasonic/LV Switch	Nos	10				
12.	RJ45 Connector	Reputed	Nos	1000				
13.	RJ11 Connector	Reputed	Nos	1000				

14.	Fiber Optic Cable	Reputed	meter	1000					
15.	Fiber Optic Patch Cord 2M	Reputed	Nos	120					
16.	Fiber Optic Patch Cord 3M	Reputed	Nos	120					
17.	Fiber Optic Patch Panel	Reputed	Nos	5					
18.	Network Rack	Bolean/Canovate/ Legrand	Nos	4					
19.	POE Managable Switch 24P	Cisco/Juniper/ Sophos	Nos	2					
20.	POE Managable Switch 8P	Cisco/BDcome/ Sophos	Nos	7					
21.	POE unmanagable Switch 4P	Reputed	Nos	7					
Total Amount (NPR) inclusive of VAT & transportation charges									
Overall Discount offered, if any (%)								In Figures	In words
Net Amount after offered discount (NPR) inclusive of VAT & transportation charges									

Note:

- 1) Authorization certificates are required for items at Sr. No. 1, 3, 4, 10, 11, 18, 19 & 20 for meeting out minimum qualifying criteria laid down at Sr. No. 1.a. of NIQ.
- 2) Only unconditional discount offered at appropriate place in the BOQ shall only be considered for evaluation of the bid, discount offered at any other place or in any other document/letter submitted by the bidder alongwith the bid shall not be considered for the purpose of evaluation as well as award. Further, the bidder shall quote rate(s) and amount(s) mentioned at any other place/document/letter by the bidder/supplier shall also not be considered for evaluation as well as award.
- 3) Offered Make/Model/Brand (If applicable) should be filled by the bidder for which quoting the rates.

Date

Place:

For and on behalf of the bidder /Supplier

.....

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

Undertaking for Compliance of minimum Technical Specification of the item(s) (PPR-193/2024)

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.	Managable Switch	Cisco/Juniper	
2.	Media Converter	Reputed	
3.	Cat6 Cable Indoor	Commscope/panduit/Digicom/ Legrand	
4.	Cat6 Cable Outdoor	Commscope/panduit/Digicom/ Legrand	
5.	Telephone Cable 2 Pairs	Havells/Mahalaxmi/Janta Cable	
6.	Telephone Cable 20 Pairs	Havells/Mahalaxmi/Janta Cable	
7.	Telephone Cable 30 Pairs	Havells/Mahalaxmi/Janta Cable	
8.	DB Box 30 Pair	Reputed	
9.	DB Box 50 Pair	Reputed	
10.	Single line Telephone Set	Matrix/Digicom/ Panasonic/LV Switch	
11.	IP Phone	Matrix/Digicom/Panasonic/LV Switch	
12.	RJ45 Connector	Reputed	
13.	RJ11 Connector	Reputed	
14.	Fiber Optic Cable	Reputed	
15.	Fiber Optic Patch Cord 2M	Reputed	
16.	Fiber Optic Patch Cord 3M	Reputed	
17.	Fiber Optic Patch Panel	Reputed	
18.	Network Rack	Bolean/Canovate/Legrand	
19.	POE Managable Switch 24P	Cisco/Juniper/Sophos	
20.	POE Managable Switch 8P	Cisco/BDcome/Sophos	
21.	POE unmanagable Switch 4P	Reputed	

For and on behalf of the bidder /Supplier

.....

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

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

Table-2**TECHNICAL SPECIFICATIONS**

1. Manageable Switch	
Form Factor	19" rack-Mount
Layer 3 Capability	Configure of Layer 3 interface on physical ports, LAGs, VLANs, Loopbacks
IPV4 Routing table	Up to 1K entries
Ports	24x10/100/1000 Base-T Gig Ethernet, 4x1000 SFP Uplink.
Mac Address Table Size	16K or higher
RAM	2GB or Higher
Flash	2GB or Higher
Spanning tree Protocols	802.1d,802.1w,802.1s, Pvsst+
Vlan Support	4K Vlans
Link Aggregation	Should support IEEE 802.3ad LACP
Security	SSHv1/v2, 802.1X port Security
Management	Cli, Web GUI, SNMPv3, syslog
Vlan Support	4094 Vlans or higher.
Power Saving	Energy Efficient Ethernet (802.3az)

2. Media Converter	
Speed	10/100/1000
Display	LED
Support	Auto MDI/MDIX

3. Cat 6 Cable indoor	
Type	Indoor
Size	23AWG
Conductor Insulation	Pure Copper
Cable Jacket	Low smoke, flame-retardant PVC Riser, High Density
Electrical Performance	Certified performance in a 4-conductor configuration up to 100 meter, meets ANSI/TIA-568-C.2, ISO 11801
POE Compliance	Meets IEEE 802.3af and IEEE 802.3at for POE applications
Installation Tension	25 lbf (110N) maximum

4. Cat 6 Cable Outdoor	
Type	Outdoor
Size	23AWG
Conductor Insulation	Pure Copper, Black color

Cable Jacket	Low smoke, flame-retardant PVC Riser, High Density
POE Compliance	Meets IEEE 802.3af and IEEE 802.3at for POE applications
Electrical Performance	Certified performance in a 4-connector configuration up to 100 meter, meets ANSI/TIA-568-C.2, ISO 11801

5. Telephone Cable 2 Pairs	
Type	Indoor
Wire Diameter	0.4mm/0.5mm
Material	Copper
No of pair	2 Pair

6. & 7 Telephone Cable 20,30 pairs	
Type	Outdoor
Wire Diameter	0.4mm/0.5mm
Material	Copper
No of pair	20,30 Pairs
Length	Single Roll up to 500m or above

8. & 9 DB Box	
Pair	30 and 50 Pair as per BOQ
Material	Box should Metal
Mounting	DIN Mounting
Module	Should not be plastic

10. Single Line Telephone Set (Analogue)	
Technical Specification	Call Forwarding system
	Call on hold system
	Call Redial and Flash system
	LCD Display
	Audio adjustable. (Can increase or decrease through software and hardware)
	Keyboard Tone

11. IP Phone	
Audio Features	<ul style="list-style-type: none"> • Codec: G.722, G.711 (A/micro), G.729, G.726, G.723. • Full-duplex hands-free speakerphone with AEC, VAD,CNG,AJB,AGC • HD Voice
Phone Features	<ul style="list-style-type: none"> • Abbreviated Dialing, Call Pick Up, and Internal Call Restriction. • Call Hold, Mute, and DND

	<ul style="list-style-type: none"> • One-touch Transfer and Hotline • Redial, Auto Call Back (ACB), and Auto Answer • Call Forward, Call Waiting and Call Transfer • 3-way Conferencing and Conference Multi-party • Emergency Call and Conferencing
Display	<ul style="list-style-type: none"> • Graphical LCD. • LED for Call, Message Wait Indication. • Intuitive user interface with Icon. • Caller ID with name and number.
Networking and Security	<ul style="list-style-type: none"> • Dual Gig port supported (PC and LAN) • Extended (Proprietary) SIP (minimum 3-sip account). • Protocol • IP assignment: Static, DHCP • QoS: 802.1p/Q tagging (VLAN) • TLS
Physical Features	<ul style="list-style-type: none"> • Desk mount • External AC Adaptor: • AC 100~240V Input & DC 5V/600mA output • POE supported.
Feature	<ul style="list-style-type: none"> • Keyboard Tone
Management	<ul style="list-style-type: none"> • Configuration via browser/phone • DHCP Server and DHCP Client • Compatible with Matrix EPABX

12. RJ45 Connector	
RJ45	4 Pair (8 Conductor)
Operating Temperature	40°C to +125°C
Metal terminal	Gold Plated

13. RJ11 Conector	
RJ45	2 Pair (4 Conductor)
Operating Temperature	40°C to +125°C
Metal terminal	Gold Plated

14. Fiber Optic Cable	
Pair	12 Core
Operating Temperature	40°C to +125°C
Type	Outdoor
Protection Type	With Armored and Messenger

15 & 16 Fiber Optic Patch Cord	
Length	2m and 3m as per BOQ
Type	LC connector with UPC
Mode	Single

17. Fiber Optic Patch Panel	
Type	Rack Mount
Ports	24 and 48 as per BOQ
Connector	SC and LC
Feature	Mounting bolts – SC Type receptacle, Interconnect sleeve or bulkhead adapter – Jumper cables – Fiber drawers – Storage for Fiber
Feature	Slider panel

18. Network Rack	
Color	Black or Grey
Feature	Detachable doors ensure operation in all direction, Top and Bottom wining channel could be closed.
Feature	Front door need to be glass.
Feature	Wall Mount.
Feature	DIN Standard slot
Feature	19” mounting angles made of formed steel.
Feature	Cable entry from top and bottom Panel
Weight	Minimum 40 Kg
Unit	9U Rack

19. POE Manageable Switch 24 P	
Form Factor	19” rack-Mount
Layer 3 Capability	Configure of Layer 3 interface on physical ports, LAGs, VLANs, Loopbacks
IPV4 Routing table	Up to 1K entries
Ports	24x10/100/1000 Base-T Gig Ethernet, 4x1000 SFP Uplink.
Mac Address Table Size	16K or higher
RAM	512 or Higher
Flash	256 or Higher
Switching Capacity	128 Gbps or above
Vlan Support	4K Vlans
Link Aggregation	Should support IEEE 802.3ad LACP
Security	SSHv1/v2, 802.1X port Security
Management	Cli, Web GUI, SNMPv3, syslog
Spanning Tree	802.1d
Support	802.af/802. With minimum 370W power Budget.

20. POE manageable Switch 8 P

Layer	Layer 3
Port	8x10/100/1000 Mbps Auto-MDIX Ports, 2x1 SFP 10/100/1000 port
Power Budget	130w or above
Feature	802.3at/af POE Compliance
Feature	Cooling Fan
	1U rack Mount

21. POE Unmanageable Switch 4 P

Layer	Layer 2
Feature	4x10/100 Mbps Auto-MDIX Ports
Feature	4x100M PoE Ports
Feature	802.3at/af POE Compliance
Feature	58W power Budget
	IEEE 80.23x follow control

SCOPE OF WORK (PPR-130/2022)

NAME OF WORK: “Procurement of IT Spares for SAPDC Office Complex, Tumlingtar Nepal (PPR-193/2024)”

1.0 SCOPE OF WORK:

- a. Supply, Transportation of Various IT Spares as per the Technical Specifications to the consignee at the following address:

SM (Store),
Satluj Bhawan, Arun Sadan,
SAPDC, Tumlingtar,
Distt. Sankhuwasabha, Nepal.
(Mobile No.: 029-575143)
E-mail: store.sjvnnepal@sjvn.nic.in

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 **“Procurement of IT Spares for SAPDC Office Complex, Tumlingtar Nepal (PPR-193/2024)”** 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 Firm(s)/Agency(ies) 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

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 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**.

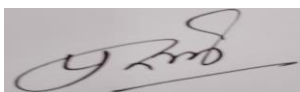
WHEREAS the Employer proposes to procure under laid down organizational procedures, contract for "Annual lawn maintenance, flower beds etc. of office and residential complex of SAPDC, Arun-3 at Tumlingtar, for a period of two years. "Procurement of IT Spares for SAPDC Office Complex, Tumlingtar Nepal (PPR-193/2024)"

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.



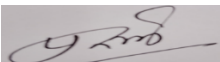
1.0 Commitments of the Employer

- 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



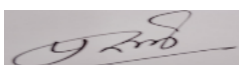
- 2.3 The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign principals or associates.
- 2.4 The Bidder(s)/Contractor(s) shall disclose the payments to be made by them to agents/brokers or any other 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



in respect on any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Government Department in India and in Nepal (*Employer's country*).

3.2 The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4.0 Earnest Money (Security Deposit)

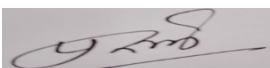
The provision regarding Earnest Money/Security Deposit as detailed in the Notice Invitation Tender (NIT)/Instruction to Bidders (ITB) of the tender document is to be referred.

5.0 Sanctions for Violations

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

- (i) To immediately disqualify the bidder and call off the pre contract proceedings without assigning any reason or giving any compensation to the Bidder/Contractor. However, the proceedings with the other Bidder(s)/Contractor(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the Employer and the Employer shall not be required to assign any reason thereof.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/Contractor shall be liable to pay compensation for any loss or damage to the Employer resulting from such cancellation/rescission and the Employer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Contractor.
- (iv) To encash the Bank guarantee, in order to recover the dues if any by the Employer, along with interest as per the provision of contract.
- (v) To debar the Bidder/Contractor from participating in future bidding processes of Employer, as per provisions of "Guidelines on Banning of Business Dealings" (**Annex-A**), which may be further extended at the discretion of the Employer.
- (vi) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.
- (vii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Employer with the Bidder/ Contractor, the same shall not be opened/operated.
- (viii) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The Employer will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (viii) of this Pact also on the Commission by the Bidder/Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Contractor), of an

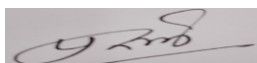


offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption in Employer's country.

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

6.0 Independent External Monitor(s)

- 6.1 The Employer has appointed Independent External Monitor(s) (hereinafter referred to as Monitors) for this Pact.
- 6.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 6.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement for which a complaint or issue is raised before them including minutes of meetings. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.
- 6.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform CMD/CEO/MD of Employer and request Employer to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 6.6 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Employer including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor(s) with confidentiality.
- 6.7 The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings as and when required.
- 6.8 The Monitor will submit a written report to the CMD/CEO/MD of Employer within 30 days from the date of reference or intimation to him by the Employer/Bidder and should the occasion arise, submit proposals for correcting problematic situations.
- 6.9 The word 'Monitor' would include both singular and plural.
- 6.10 In the event of a dispute between the management and the contractor related to those contracts



were integrity pact is applicable, in case both the parties agree, they may try to settle the dispute through mediation before the panel of IEMs in a time bound manner. In case the dispute remains unresolved even after mediation by the panel of IEMs, SJVN/SAPDC may take further action as per the terms and conditions of Contract. Expenses on dispute resolution shall be equally shared by both the parties.

7.0 Facilitation of Investigation

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

8.0 Law and Place of Jurisdiction

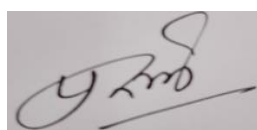
This Pact is subject to Nepal's Law. The place of performance and jurisdiction is the Registered Office of the Employer. The arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

9.0 Other Legal Actions

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

10.0 Validity

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

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

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-----

Witness1. _____

Witness1. _____

(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.

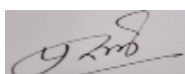
2.0 Scope

- 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.

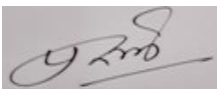
- iv) **"Investigating Committee"** shall mean any Officer/Committee appointed by Competent Authority to conduct investigation.
- v) **"List of approved Agencies viz Parties / Contractors / Suppliers/Bidders"** shall mean and include list of Parties/ Contractors / Suppliers / Bidders etc if registered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

4.0 Initiation of Banning / Suspension

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

5.0 Suspension of Business Dealings.

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



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

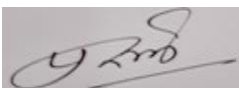
- 6.1 If the security consideration, including questions of loyalty of the Agency to Employer so warrants;
- 6.2 If the director /owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the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

7.0 Banning of Business Dealings

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

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

- 8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it



- 8.2 may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.
- 8.3 The effect of such an order would be that the Agency would not be qualified for competing in Open Tender Enquiries or Limited Tender Enquiries till the period mentioned in the order.

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

9.0 Show-cause Notice

9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency, Statement containing the

imputation of misconduct or misbehaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.

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

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

- a) For exonerating the Agency if the charges are not established;
- b) For removing the Agency from the list of approved Suppliers / 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.

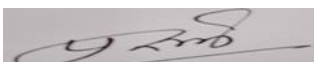
10.0 Appeal against the Decision of the Competent Authority

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 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)

**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT
(Refer clause 12 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 on (Insert LOA No. & Date) with you for the work of ““Procurement of IT Spares for SAPDC Office Complex, Tumlingtar Nepal (PPR-193/2024)”

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

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

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

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

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

Notwithstanding anything contained hereinabove:

- (1) Our liability under this Guarantee shall not exceed the Security Amount

- (2) Any demand may be brought by SAPDC under this Guarantee up to close of business on the Expiry Date.
- (3) We shall be liable to pay any amount under this Guarantee or part thereof only if we receive a claim or demand in writing within banking hours at our branch on or before the Expiry Date and if no such demand has been received by us by that time and date, all rights to bring any demand under this guarantee will cease.

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

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

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

Signed for and on behalf of:

Name:

Designation:

Seal of the Bank:

Signed for and on behalf of:

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

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

Name:

Designation:

Seal of the Bank:

Signed for and on behalf of:]

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

1. Bank Guarantee(BG) should be executed on papers of requisite value in accordance with the Stamp Act as applicable in Nepal.
2. The executing officers of the Bank Guarantee shall clearly indicate his name, designation, Power of Attorney No./Signing Power No. etc.
3. Each page of the Bank Guarantee shall be duly signed / initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para2) under the seal of the Bank.
4. The Bank Guarantee(s)/BG(s) towards Performance Security deposit shall be received directly from the bank on line (through their official email) as well as offline/ hard copy (in original) under sealed cover of the issuing Bank. In case, the BG brought/submitted by the contractor in the sealed cover of the issuing bank, may also be accepted/considered.