

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-202/2025-295

Date: 23.03.2025

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 **“Supply of Tonner/Cartridges for Printer & Photocopiers installed at SAPDC Office Tumlingtar & other project sites area, Distt. Sankhuwasabha, Nepal. (PPR- 202/2025)”**, as per the details provided here-in-below:

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

Terms & Conditions:

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 suppliers who deals in IT/Electronic equipments can also participate in bidding subject to furnishing of a certificate from authorised supplier/reseller/ manufacturer for this particular supply.
- The offered Make/Brand/model of item (s) 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 superscribed as under and these two envelopes should be enclosed in a single sealed envelope/cover superscribed as **“Supply of Tonner/Cartridges for Printer & Photocopiers installed at SAPDC Office Tumlingtar & other project sites area, Distt. Sankhuwasabha, Nepal (PPR-202/2025)”** and submitted at the address of the undersigned and must reach this office through courier or by post or by hand on or before **15.04.2025 by 1530 Hrs.** and same shall be opened on **15.04.2025 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.9 of NIQ).
- ii. The firm shall submit PAN/VAT/Registration certificate.
- iii. Authorization certificates supporting with requisite Documents for meeting out criteria laid down at Sr. No. 1.a above.
- iv. Duly filled in & signed ‘Form of declaration’ as per **Annexure-C**.
- v. Bank Account Details as per **Annexure-D**.
- vi. 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. Completion Period:** Completion period shall be 45 days to be reckoned from date of issuance of Supply Order/Letter of Acceptance (LOA).
- 5.** No material and Tools & Plants will be issued by SAPDC.
- 6. Bid Validity:** The bid (s) shall be valid for 90 days from the opening of bid(s).
- 7. 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. 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.
 - d. 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.
 - e. Further, only unconditional discount offered at appropriate place in the BOQ shall 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.

- f. 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.**

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

- i. 95% (Ninety-five) Payment of the contract price shall be made after the receipt of item(s)/material/good(s) in full quantity & in good condition, on submission of bill and inspection report issued by Officer-in-Charge/Engineer-in-Charge (OIC/EIC).
- ii. 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/defect liability 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. Earnest Money Deposit (EMD) amounting to **39,000/-** 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).
 - or
 - v. fails or refuses to furnish the Performance Security, in accordance with the NIQ/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 Firm(s)/Agency(ies) shall be released within 30 days without any interest after declaration of non-responsive. Further, EMD of responsive bidders (other than L1 bidder) shall be released within 30 days without any interest after the issuance of Letter of Acceptance of successful Firm(s)/Agency(ies).
- e. The EMD of the successful bidder shall be released within 28 days after submission of performance security, required to be submitted in terms of NIQ Clause 12 or after retention of amount as per NIQ Clause 8 (ii) (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 each item 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 the rate(s) for that item(s) in any other item(s) of the BOQ. In that case Zero (0) rate(s) shall be considered for the purpose for evaluation as well as award.

11. LD Charges/Penalty:

In case of delayed delivery of spare parts or delayed in servicing of the machine(s)/desktop, LD @ 0.89% 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 10% of the contract price (cumulative or individual LD in terms of clause at Sr.No.11 & at Sr.No.14).

In case the supplier fails to supply the materials 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 Guarantee/Warranty period/defect liability period (if applicable).
- 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 (Ref Annexure-II) 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 may 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)/Officer-In-Charge (OIC) to the contractor/Supplier within 28 days after completion of contract without any interest, after issuance of successful Completion Certificate, on completion of Guarantee/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. 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.

14. 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 24 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 @ 0.89 % 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 11 & 14 of NIQ).

15. 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).

16. 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.

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

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. 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.

19. 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.

20. Officer-in-Charge (OIC): Post award correspondences regarding execution, Payment etc. of work shall be addressed to HOD/DGM(HR), SAPDC, Arun-3 HEP, Satluj Bhawan, Arun Sadan, Tumlingtar, Nepal (Mobile No.: 9852069135) who shall be Officer -in-Charge of this assignment.

21. 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.: 9767814205)

Email: store.sjvnnepal@sjvn.nic.in

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. Corrigendum/Addendum, if any to NIQ shall be uploaded only on web portals <https://sjvn.nic.in/tender.htm> or <https://www.sapdc.com.np/pages/tender> . The bidders may keep watch on the said portals.

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

25. SAPDC reserves the right to increase / decrease the quantity at the time of placing the supply order.

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

Name	Designation	Contact No.	Address
Sudeep Kumar Bhargava	Chief Engineer (P&C)	Tel no: +977-029-575154	Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal.
Kirti Swaroop	DGM (P&C)		

27. 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.

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:

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

For & on the behalf of SAPDC

Sd/-

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

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

Bill of Quantities (BOQ)

Name of Work: - "Supply of Toner/Cartridges for Printer & Photocopiers installed at SAPDC Office Tumlingtar & other project sites area, Distt. Sankhuwasabha, Nepal (PPR-202/2025)".

Sr. No.	Description	Unit	Qty.	Rate (NPR) (Including Transportation Charges & VAT)		Amount (NPR) (Including Transportation Charges & VAT)
				In figures	In words	
1.	HP Laser Jet Pro MFP M227 fdw Toner Cartridge – Model HP 30A	Nos.	23			
2.	Toner for Canon Image Runner 2004N – Model Canon NPG - 59	Nos.	6			
3.	Canon MF3010 – Model Canon 325 Cartridge	Nos.	4			
4.	Canon LBP3500 – Model Canon 309 Cartridge	Nos.	2			
5.	Samsung SCX – 3401 AND ML1261 Printer, Model MLT-D 101S	Nos.	9			
6.	Toner for Canon Image Runner 2520 – Canon NPG -51	Nos.	3			
7.	Canon LBP – 2900 – Model Canon 303 Black Cartridge	Nos.	18			
8.	HP M402dne Toner 26A	Nos.	3			
9.	Brother HI 1110 – Model Brother TN – 1000 Cartridge	Nos.	2			
10.	Toshiba e- Studio 3008A Toner Cartridges	Nos.	6			

11.	Canon G4010 Printer Tank refill set (i.e. 04 color – Yellow, Black, Magenta & Cyan)	Nos.	10			
12.	Canon Maxify GX 6070 – Canon 76 ink bottle refill (Pixma) set (i.e. 04 color – Yellow, Black, Magenta & Cyan)	Nos.	1			
13.	Brother DCP L2540 DW – TN - 2305	Nos.	18			
14.	Canon Image Runner Advance DX C3935i – NPG 88 (Colour - Black)	Nos.	2			
15.	Canon Image Runner Advance DX C3935i – NPG 88L (Colour - Yellow)	Nos.	1			
16.	Canon Image Runner Advance DX C3935i – NPG 88L (Colour - Magenta)	Nos.	1			
17.	Canon Image Runner Advance DX C3935i – NPG 88L (Colour - Cyan)	Nos.	1			
18.	Canon Image Class MF215 – Canon Cartridge 337	Nos.	1			
19.	Xerox – Versalink C7100 – B7125 (Colour - Black) Cartridges	Nos.	2			
20.	Xerox – Versalink C7100 – B7125 (Colour - Yellow) Cartridges	Nos.	1			
21.	Xerox – Versalink C7100 – B7125 (Colour - Magenta) Cartridges	Nos.	1			
22.	Xerox – Versalink C7100 – B7125 (Colour - Cyan) Cartridges	Nos.	1			

23.	Canon Image Class MF 232w – Canon 137 Black Cartridges	Nos.	2			
24.	HP Laser Jet Pro MFP M130a – HP 17A Black Cartridges	Nos.	2			
25.	Canon Image Class LBP6230dn – Canon 326 Toner Cartridges	Nos.	11			
Total Amount (NPR) Supply, Transportation & Installation etc. Charges (Including VAT).						
Overall Discount offered, if any (%)				In Figure	In Words	
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)

SCOPE OF WORK

NAME OF WORK: “Supply of Toner/Cartridges for Printer & Photocopiers installed at SAPDC Office Tumlingtar & other project sites area, Distt. Sankhuwasabha, Nepal (PPR-202/2025)”.

The scope of work includes “**Supply of Toner/Cartridges for Printer & Photocopiers installed at SAPDC Office Tumlingtar & other project sites area, Distt. Sankhuwasabha, Nepal**” as per details enclosed at **Annexure- A**.

FORM OF DECLARATION (PPR-202/2025)

M/s-----(name of Bidder/Supplier) having its registered office at ----- (hereinafter referred to as ‘the Bidder/Supplier’) having carefully studied all Terms and conditions, scope of work & Technical specifications, BOQ etc. and all corrigendum (if any) pertaining to the **“Supply of Toner/Cartridges for Printer & Photocopiers installed at SAPDC Office Tumlingtar & other project sites area, Distt. Sankhuwasabha, Nepal (PPR-202/2025)”** 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-202/2025)

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 " **Supply of Toner/Cartridges for Printer & Photocopiers installed at SAPDC Office Tumlingtar & other project sites area, Distt. Sankhuwasabha, Nepal (PPR-202/2025)**"

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 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 on20.... with you for the work of **“Supply of
Toner/Cartridges for Printer & Photocopiers installed at SAPDC Office Tumlingtar
& other project sites area, Distt. Sankhuwasabha, Nepal (PPR-202/2025)**

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 "**Supply of Toner/Cartridges for Printer & Photocopiers installed at SAPDC Office Tumlingtar & other project sites area, Distt. Sankhuwasabha, Nepal (PPR-202/2025)**" and the Bidder/Contractor is willing to offer against Tender No. **SAPDC/P&C/ARUN-3 HEP/PPR-202/2025- dated 21.03.2025**

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

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

- 1.2 The Employer will, during the pre-contract stage, treat all the Bidders/Contractors alike, and will provide to all the Bidders/Contractors the same information and will not provide any such information to any particular Bidder/Contractor which could afford an advantage to that particular Bidder/Contractor in comparison to other Bidders/Contractors.
- 1.3 All the officials of the Employer will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Employer with full and verifiable facts and the same is prima facie found to be correct by the Employer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer or Independent External Monitor and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.

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

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

- 2.1 The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.2 The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of contract or any other contract with Employer for showing or forbearing to show favor or disfavour to any person in relation to the contract or any other contract with Employer.
- 2.3 The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign principals or associates.
- 2.4 The Bidder(s)/Contractor(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract
- 2.5 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.


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- 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 Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression(s) is/are to be reported by the bidders shall be the last three years to be reckoned from date of bid submission. The transgression(s), for which cognizance was taken before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- 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.

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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

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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.


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- 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 Integrity Pact, in respect of particular contract shall be operative from the date Integrity Pact is signed by both the parties.
- 10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

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

Employer

Name of the Officer: **Sudeep Kumar Bhargava**

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

Place: Tumlingtar, Nepal

Date-----

Witness1. _____

(Name and address)

2. _____

(Name and address)

Bidder

(Authorized Person)

(Name of the Person)

Designation

Place-----

Date-----

Witness1. _____

(Name and address)

2. _____

(Name and address)

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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.

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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.

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- 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;

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- 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.

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(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)

Handwritten signature and date: 20/2/25