

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

(एसजेवीएन की पूर्ण स्वामित्व वाली अधीनस्थ कंपनी)

(A wholly owned subsidiary of SJVN)

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



Ref. No.: SAPDC/P&C/Arun-3 HEP/PPR-226/2026-256

Date: 13.04.2026

NOTICE INVITING QUOTATIONS (NIQ)

Sealed quotations are herewith invited by SJVN Arun Power Development Company Pvt. Ltd. (SAPDC/Employer) from Individuals/ Taxi operators/ Vehicle service provider/Tour & Travel agencies/firms of Nepal for **“Hiring of two nos.(02) Mahindra Scorpio (4WD, AC, Diesel, 7-seater, model (Year) 2025 onwards), for transmission line works, Janakpur under TW-02 Package, for a period of Three (03) Years (PPR-226/2026)”** as per the details provided here-in-below: -

Sr. No.	Description	Remarks
1.	Bill of Quantity (BOQ)	Refer Annexure 'A'
2.	Form of declaration, declaration regarding fraud and corruption & undertaking regarding blacklisting	Refer Annexure 'B'
3.	Bank Account Details	Refer Annexure 'C'
4.	Terms & Conditions of Contract	Refer Annexure 'D'
6.	Related Party Declaration (Third Party / Counter Party)	Refer Annexure 'E'
7.	Related Party Declaration-Employee	Refer Annexure 'F'
8.	Integrity Pact	Refer Annexure 'G'

TERMS & CONDITIONS (T&C):

1. Minimum Qualifying Requirements:

To qualify for award of the Contract each bidder should have;

- Registered as individual Taxi operators/ Vehicle service provider/Tour & Travel agencies/firms of Nepal.
- Average Annual turnover during the last three Financial years, ending 15th July, 2025 should be at least i.e. NPR 18, 13, 544/-

In support of above, Audit Reports and/or tax clearance certificate obtained from the Inland Revenue Department or documents showing submission of tax returns for the past three financial years shall be furnished by the Bidder.

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 **“Hiring of two nos.(02) Mahindra Scorpio (4WD, AC, Diesel, 7-seater, model (Year) 2025 onwards), for**

transmission line works, Janakpur under TW-02 Package, for a period of Three (03) Years (PPR-226/2026)” and submitted at the address of the undersigned (Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal) and must reach this office through courier or by post or by hand on or before **by 05.05.2026 1530 Hrs.** and same shall be opened on **at 05.05.2026 1600 Hrs.** in presence of authorized representative of firms who choose to attend.

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

PART-I (Envelope-1): -

- i. Earnest Money Deposit (EMD) (as per Sr. No.11 of NIQ).
- ii. The firm shall submit PAN/VAT/Registration certificate.
- iii. Supporting with requisite documents for meeting out criteria laid down at sr. no.1 above.
- iv. Duly filled in & signed ‘Form of declaration’ as per Annexure-B, Annexure-E & Annexure-F.
- v. Bank Account Details as per Annexure-C.
- vi. Duly signed & stamped Integrity Pact as per Schedule-G
- vii. Power of Attorney in favour of authorised signatory (if applicable).

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. **Signing of bid:**

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

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

5. **Opening of Bid:** -

The bid shall be opened in the following sequence: -

- i. First, the envelope Part-I shall be opened.
- ii. Part –II (Price Bid) of responsive bidder(s) shall be opened subsequently, 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).

6. **Period of contract:**

The contract period for hiring of vehicle shall be three (03) years or up-to vehicle running KM reading is 1,50000 whichever is earlier.

The contract can be further extended for one year or up-to vehicle running KM reading is 1, 50,000 whichever is earlier on same terms & condition with mutual consent of both the parties.

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

8. **Prices:** -

- a. The Bidder/firm(s)/ firm/Agency (ies) shall offer rates & prices “on Firm Price Basis”.
- b. The quoted rates for item(s) shall inclusive of all cost towards wages for Driver, uniform, spares, consumables repairs, insurance, contingencies overhead, profit and all statutory taxes **but Excluding VAT & Fuel Charges**. Fuel Charges, Out Station, Overtime, etc. will be paid as per terms and condition of NIQ, complete in all respect as per scope of work.

VAT shall be paid extra by SAPDC as per actual on production of documentary evidence.

- c. SAPDC will deduct TDS (Tax deductions at Source) as applicable.
 - d. Any statutory variation in the rate of taxes after the last date of submission of bid (if any), during the currency of the contract including extension thereof shall be reimbursed/adjusted on production of documentary proof.
 - e. Rates and Offered discount (if any) should be filled in both figures and words. In case of ambiguities in between the rate/ Offered discount in figures and the rate/ Offered discount in words, the rate/Offered discount quoted in words shall prevail and the amount shall be corrected accordingly. The SAPDC reserves the right to adjust arithmetical or other errors in any tender/quotation in the way which it considers suitable.
 - f. Further, only unconditional discount offered at appropriate place in the BOQ shall only be considered for evaluation of the bid, discount offered at any other place or in any other document/letter submitted by the bidder along with the bid shall not be considered for the purpose of evaluation as well as award. Further, the bidder shall quote rate and amount including salary of driver, Insurance, spare parts, repair, vehicle maintenance etc. but Excluding VAT and Fuel charges/ charging & any other charges/taxes/VAT mentioned at any other place/document/letter by the bidder/supplier shall also for not be considered evaluation as well as award.
 - g. The percentage (%) offered discount should be filled in both figures and words. **However, if bidder will not Offered any discount on their quoted rate i.r.o any/all item(s) of Bill of Quantities (BOQ) at Annexure-A then the bidder must mention as Nil.**
9. SAPDC reserves the right to adjust arithmetical or other errors (if any) noticed in the quotation as follows:
- i. Where there is a discrepancy between unit rate/offered discount in figures and in words, the unit rate/offered discount in words will govern; and
 - ii. Where there is a discrepancy between the unit rate/offered discount and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate/offered discount as quoted in words will govern.
 - iii. In case error due to wrong extension of quantities, the quantities as specified in the NIT/NIQ will be considered and multiplied by the unit rates quoted in words to obtain the amount.

The amount stated in the Bid will be adjusted by the SAPDC in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, his bid will be rejected.

10. **Payment:**

The payment towards the engagement of the vehicle will be made within one (01) month of the receipt of the bill/Invoice complete in all respect. The same shall be remitted in the bank.

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

- a. Earnest Money Deposit (EMD) amounting to **3,63,000/-** 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 Khandbari.

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.

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 firm/Agency shall be forfeited, in the event of non-compliance of Letter of Acceptance (LOA).

Or

- v. fails or refuses to furnish the Performance Security, in accordance with the NIQ/LOA.
- 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 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 the issuance of Letter of Acceptance without any interest subject to furnishing of requisite Performance Security in accordance to Sr. No. 13 of this NIQ.
- f. No interest shall be payable by SAPDC on EMD.

12. **Award Criteria:**

The bid shall be evaluated on overall basis and the award shall be made to the Bidder who has offered the lowest (L-1) evaluated bid price provided the evaluated Bid Price is within a reasonable variation of the estimated amount.

13. **Performance Security Deposit:**

- i. Firm(s)/Agency(ies) shall furnish a “Performance Security” towards contract performance security within 28 days from the issue of letter of award in one of the forms as detailed below: -

Bank Draft (in original)/Manager Cheque (in original) in the name of SAPDC-NPR CONSTRUCTION ACCOUNT payable at Khandbari, Nepal / FDR (in original) (duly pledged in favour of SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC)). Bank Draft/Manager Cheque/ FDR issued by a “A” Class Nepalese Bank shall only be acceptable.

Or

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

- ii. The Performance Security amount shall be equal to 5% of the Contract Price for the faithful performance of the contract in accordance with the terms and conditions specified in the contract. The guarantee shall be valid till 60 days beyond contract Period. The above contract performance guarantee shall be liable for forfeiture in case of failure of the Firm/Agency to fulfil its contractual obligations under the contract.
- iii. Failure of the successful Firm/Agency to comply with the requirements of Clause 13 (i) shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money Deposit. He will also be debarred from participating in bids invited by the Project for one year.

- iv. The performance guarantee will be returned to the contractor within 28 days after completion of assignment without any interest and "Completion Certificate" issued by OIC (Officer-in-Charge).
 - v. In case of delay in submission of performance security beyond 28 days as provided in clause 13(i) above, interest @ SBI, India one year MCLR +200 Basis points applicable on the date of bid submission shall be charged on per day basis up to the date of delay in submission. However, delayed acceptance beyond 56 days shall be at the sole discretion of SAPDC and Letter of Acceptance/ award (LOA) shall be subject to cancellation and forfeiture of EMD along with other suitable action as per bid document.
 - vi. The notification of Award (NOA)/Letter of Acceptance (LOA) will constitute the formation of the Contract until formal agreement is signed and further subject only to the furnishing of a performance security deposit in accordance with the relevant provisions of Tender/Bid Document.
14. **Officer-in-Charge (OIC):** All the correspondences related to deployment of vehicle and payments shall be made addressed to CE/HOD (W&T/TL), Janakpur, Nepal. However, OIC shall verify and process the same for making the payments to Agency.
 15. **Resolution of Dispute:** In case of any dispute arising out of above conditions, 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 Janakpur (Nepal) shall have exclusive Jurisdiction for adjudication upon the dispute arising out of the subject cited services between the parties.

16. Corrigendum/Addendum, if any to NIQ shall be uploaded only on <https://sjvn.nic.in> & <https://sapdc.com.np> & bidders have requested to frequently visit the web site.
17. At any time before the submission of bids, SAPDC may modify/amend the bidding documents and extend the last date of submission/opening of the Proposal and any other key dates by issuing a corrigendum/addendum and such corrigendum/addendum to this notice as well as to the bidding document shall be uploaded on websites only.
18. Employer/Purchaser/ SAPDC reserves the right to cancel the tendering process at any time without assigning any reason and shall bear no liability whatsoever consequent upon such a decision. SAPDC reserves the right to reject any or all the Bids without assigning any reason thereof.
19. **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 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-E is a basic qualifying requirement. In case of JV, each partner of JV shall sign Integrity Pact with the Employer. In case of sub-contracting, the principal contractor shall be responsible for adoption of Integrity Pact by the sub-contractor.

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

Sr.No.	Name of IEMs	Address of IEMs
1.	Sh. Davendra Verma, ISS (Retd.)	House no. 604, Tower-14, Purvanchal Royal City, Chi V, Greater Noida, G.B.B. Nagar (UP) 201310 E-mail: verma.davendra@gmail.com
2.	Sh. Prashanta Kumar Agrawal, IPS (Retd.)	House no. 762, Sector-17, Faridabad (HR) 121002 Email: agrawal.prashanta@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.

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

Name	Designation	Contact No.	Address
Er. Sudeep Kumar Bhargava	Chief Engineer (P&C)	Phone.No:- +977-29-575154	SAPDC, Arun-3 HEP, Satluj Bhawan, Tumlingtar, Distt. Sankhuwasabha, Nepal.
Er. Kirti Swaroop	DGM (P&C)		

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

PRICE SCHEDULE/BILL OF QUANTITY (BOQ)

Name of Work: (PPR-226/2026): Hiring of two nos.(02) Mahindra Scorpio (4WD, AC, Diesel, 7-seater, model (Year) 2025 onwards), for transmission line works, Janakpur under TW-02 Package, for a period of Three (03) Years.

Sr No.	Description	Qty (A)	Unit	Acceptable Model Year of vehicle	Offered Model No. (Model Year) of vehicle for which quoting the rates	Hiring Charges per month per vehicle (in NPR) (Excluding VAT & Fuel charge etc.) (B)		Amount (in NPR)(Excluding VAT & Fuel charge etc.) (C=2*A*B)	
						In figures	In words		
1.	Hiring of two nos.(02) Mahindra Scorpio (4WD, AC, Diesel, 7-seater, model (Year) 2025 onwards), for transmission line works, Janakpur under TW-02 Package, for a period of Three (03) Years. (As per terms and condition at Annexure-D).	36	Months	2025 onwards					
Total Amount (in NPR) inclusive of all cost towards wages for Driver, uniform, spares, consumables repairs, insurance, contingencies overhead, profit and all statutory taxes but Excluding VAT & Fuel Charges. Fuel Charges, Out Station, etc. will be paid as per terms and condition of NIQ.									
Discount (if any)								In Figure	In Words
Total Amount after discount, if any, (in NPR) inclusive of all cost towards wages for Driver, uniform, spares, consumables repairs, insurance, contingencies overhead, profit and all statutory taxes but Excluding VAT & Fuel Charges. Fuel Charges, Out Station, etc. will be paid as per terms and condition of NIQ.									

Note:

1. Rate shall be inclusive of all cost towards wages for Driver, uniform, spares, consumables repairs, insurance, contingencies overhead, profit and all statutory taxes but Excluding VAT & Fuel Charges.
2. Fuel cost will be reimbursed by SAPDC as per prevailing market rate of Nepal Oil Nigam or nearest GoN Fuel center/Authorized fuel center/filling station and considering the average mileage of the vehicle as @ 8 km per litre.
3. VAT shall be paid extra by SAPDC as per actual on production of documentary evidence.

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)

FORM OF DECLARATION (PPR-226/2026)

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 "**Hiring of two nos.(02) Mahindra Scorpio (4WD, AC, Diesel, 7-seater, model (Year) 2025 onwards), for transmission line works, Janakpur under TW-02 Package, for a period of Three (03) Years** (PPR-226/2026)" the local and site conditions and having undertaken to execute the said works.

DO HEREBY DECLARE THAT:

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

Date:

For and on behalf of the bidder /Supplier

.....

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

DECLARATION REGARDING FRAUD AND CORRUPTION (PPR-226/2026)

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

Yours faithfully,

Signature

[Name and Title of Signatory]

[Name of Bidder/Firm]

UNDERTAKING REGARDING BLACKLISTING (PPR-226/2026)

To: [Name and address of Employer]

Dear Sir,

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

We remain,

Yours sincerely,

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

Name and Title of Signatory: _____

Name of Bidder/Firm _____

Address: _____

Seal of the Bidder/Firm _____

BANK ACCOUNT DETAILS (PPR-226/2026)

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)

Terms and Conditions of Contract

1. The vehicles shall be in good condition and shall be deployed at SAPDC Office, Janakpur within 07 days from the issuance of the LOA & the vehicle to be provided should be Model year of 2025 onwards.
2. SAPDC will make reimbursement of fuel cost (Diesel) for the vehicle on the basis of actual running of the vehicle considering the milage @ 8.0 Km/Litre.

The cost of fuel will be reimbursed as per prevailing market rates of Nepal Oil Nigam or nearest GoN Fuel Centre/Authorized fuel center/Fuel Centre to the SAPDC Site(s)/Offices.

3. The rates quoted by the bidder/firm/individual shall be inclusive of all cost towards wages for Driver, uniform, spares, consumables repairs, insurance, contingencies overhead, profit and all statutory taxes **but Excluding diesel, night halt charges, toll tax & out station parking etc. Charges.** Fuel charge shall be made as per Sr. No. 2 above. & Out Station, Overtime extra running charges etc. as per terms and condition of NIQ. Nothing extra shall be paid by SAPDC.
4. Model of all the vehicles should not be older than the one year at the time of deployment and vehicle should not have run more than 30,000 KM and vehicle should be in good condition at the time of deployment.
5. The normal duty hours of vehicle shall be 12.00 hours Day/Night as per requirement of SAPDC. However, the vehicles can be deployed beyond 12.00 hours period for which additional payment @NPR 330/- per hour (incl. VAT) shall be made. After, 12.00 hours running owner shall deploy another driver.
6. The vehicles are required to visit the various locations of project sites i/c transmission lines and shall be applied on all Kacha & Pucca roads as per requirement of SAP DC depending upon the duty. The vehicle should be capable of plying on tough and rough terrains in hilly areas also.
7. The registration fee, route permit, renewal of route permit, Insurance covers and charges for passing of vehicle and all other taxes & levies etc. will be borne by the contractor.
8. In case of breakdown, the owner has to provide substitute vehicle in schedule time as per direction of Engineer-In-Charge (EIC) for which no extra payment shall be made by SAPDC. If the owner does not provide substitute vehicle or vehicle is absent from duty then deduction on pro-rata basis of monthly hiring charges for the period of absence will be deducted from the bill. In addition to above, penalty @ NPR 4000/- per day (incl. VAT) will be imposed for non-performance of duty.
9. In case of substitution of vehicle due to repair & maintenance the owner shall give written request to EIC/Reporting Officer. However, substitution period shall not be more than 3 months during the contract period. If substitution period exceeds 3months then the contract may be terminated.
10. A mobile phone with SIM in proper working condition should be provided to the driver by the owner of the vehicle, the cost of the same shall be borne by the owner. Any change in phone/contact number shall be intimated in advance to the EIC.
11. First Aid Boxes containing sufficient stock of first Aid medicines and portable fire extinguishers should be kept in the Vehicle at all times.

12. The contractor shall not use the vehicle under contract for any other purpose during the contract_ period without written consent of the EIC.
13. If owner sell the vehicle/change in ownership/namsari during the contract period or extended contract period then the contract shall deemed to be cancelled & payment shall be regulated accordingly.
14. The contractor will be responsible for meeting all statutory obligations and labour laws etc. applicable from time to time.
15. The owner shall be responsible for all taxes (except VAT), duties, penalties other Govt. Statutory levies applicable from time to time if any of the vehicle to be paid during the contract period, prices for which, shall be deemed to be inclusive in the monthly hiring charges. All statutory norms should be fulfilled. In case the contractor is found defaulter in the payment of various taxes/ levies to the Govt. banking institutions etc. SAPDC will deduct the same from the monthly hire charges bills of the owner for remitting the same to the institutions from whom such intimations are received by the SAPDC.
16. The owner of the vehicle will be solely responsible for compensation payable arising out of accidents including payment to third party, if involved, no compensation in case of accident / damages to vehicle or for death/ injury to the driver/conductor will be paid by the SAPDC.
17. If any loss to the property of SAP DC is caused due to the negligence on the part of the driver of the vehicle, such losses shall be borne by the vehicle owner.
18. The driver/ vehicle owner shall keep and maintain logbook of the vehicle, which shall be completed every day. The SAPDC executives / non-executives using the vehicle will verify the journey in the logbook. In case of incomplete logbook, it shall be construed to mean vehicle has not been used by the SAPDC.
19. All journeys performed / covered on account of filling of fuel / repairs and by the driver for his halt at out station I at Head Qtr. from its residence/ place of posting of duty shall not be paid by SAPDC.
20. The payment towards the engagement of the vehicle will be made within one (01) month of the receipt of the bill complete in all respect. The same shall be remitted in the bank.
21. **Period of Contract:** The vehicles will be hired for 03 year or up-to vehicle running KM reading is 1,50,000 whichever is earlier. Also, the contract can be further extended for one year or up-to vehicle running KM reading is 1,50,000 whichever is earlier on same terms & condition with mutual consent of both the parties
22. The contract for hiring of vehicle can be terminated either by SAPDC or vehicle owner by serving Fifteen (15) day notice without assigning any reason. If the vehicle owner does not provide the vehicle to perform the duties during the notice period then deduction on pro-rata basis of monthly hiring charges for the period of absence will be deducted from the bill. In addition to above, penalty @NPR 4000/- per day (incl. VAT) will be imposed for non-performance of duty.
23. The rates shall be firm during the entire contract period and no escalation shall be paid by SAPDC.
24. Outstation stay allowance for the driver shall be given NPR 600/- (six hundred incl. VAT) per night. However, no outstation stay allowance reimbursement shall be payable/ made within 60 Km of Headquarter of the vehicle.
25. The speedometer as per the vehicle will be jointly checked by the owner and Engineer-In-Charge. The vehicle without working speedometer shall not be acceptable. In specific cases of speedometer breakdown, the permission for running shall be obtained from the Engineer-in-Charge (EIC) nominated by SAPDC who shall also act as

- consignee for the subject job. However, the same shall be rectified/ repaired at the earliest. The EIC shall inspect the vehicle before engagement with SAPDC.
26. The Head Quarter of the vehicle shall be Janakpur. The Head Quarter can be changed & fixed by the Engineer-In-Charge depending upon the requirement.
 27. In case of emergent job requirement, any refusal to perform duty within the stipulated duty sphere shall attract penalty mentioned above, even if the vehicle has performed duties during the stipulated duty hours. Such thrice-accumulated refusal shall be liable for the termination of the contract.
 28. The driver to be engaged should possess a valid driving license and should have experience to .drive the vehicle in the hilly terrain. Any changes of the driver shall be intimated in advance to the E.I.C.
 29. If any party / operational crew of vehicle will complain regarding their non-payment of spare/repair charges, fuel charges/salary with authentic proof, then the payment of vehicle owner will be withheld till settlement of issue with the party and proof in this regard.
 30. **Weekly Rest** : One day's weekly rest for the vehicle shall be allowed however, the weekly rest day shall be fixed by the E.I.C.as per requirement.
 31. In case the hired vehicle is utilized on the weekly rest days, the extra payment shall be made@ NPR 4000/- per day including VAT.
 32. Income tax as applicable shall be deducted at source.
 33. Parking charges/toll tax/barrier entry fees etc. if any, paid during outstation journey by the taxi owner/driver deputed on SAPDC duty shall be reimbursed at actual subject to production of original receipt along with the bill for final payment.
 34. In case of any dispute arising out of above conditions, the local court of Justice at Chainpur shall have the jurisdiction to adjudicate upon.
 35. Engineer/Officer-in-Charge (EIC/OIC): CE (W&T), SAPDC, Janakpur shall be Engineer-in-Charge for the said work. All the Post award correspondences including payments shall be addressed to EIC at following address.

Designation	Address	Contact Detail
CE(W&T)	SAPDC Office Complex, Janakpur, Nepal	Mobile No.: 9852066370 E-mail: transmissionlines@sjvn.nic.in

FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(Refer clause 11 of NIT)

WHEREAS _____ (Name of Bidder) (hereinafter called “the Bidder”) has submitted his bid dated _____ (date) for “**Hiring of two nos.(02) Mahindra Scorpio (4WD, AC, Diesel, 7-seater, model (Year) 2025 onwards), for transmission line works, Janakpur under TW-02 Package, for a period of Three (03) Years** (PPR-226/2026)”.

SEALED with the Common Seal of the said Bank this ___ day of _____ (Month and Year). THE CONDITIONS of this obligation are:

1. If after Bid opening the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid or
2. If the Bidder having been notified of the acceptance of his Bid by the SJVN Arun-3 Power Development Company Private Limited, during the period of bid validity.
 - a. fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders, or
 - b. does not accept the correction of the Bid Price pursuant to **Clause-9 of NIT/NIQ.**
 - c. adopts corrupt or fraudulent practices

we undertake to pay to the SJVN Arun-3 Power Development Company Private Limited, 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 two 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 13 of NIT/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 **"Hiring of two nos.(02) Mahindra Scorpio (4WD, AC, Diesel, 7-seater, model (Year) 2025 onwards), for transmission line works, Janakpur under TW-02 Package, for a period of Three (03) Years (PPR-226/202)"**.

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** the 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 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:]

Related Party Declaration - Third Party / Counterparty (PPR-226/2026)

Name of counterparty:

Address:

PAN:

CIN/Registration No.

Nature of Transaction:

NIT/LOA/PO/MoU/Other reference No. (if any);

Declaration

It is hereby declared that the above-named counterparty:

1. is/is not a Related Party of SJVN Limited within the meaning of Section 2(76) of the Companies Act, 2013 and Indian Accounting Standard (Ind AS)-24.

2. In case the counterparty is a Related Party, the details are as under.

A. Nature of Related Party Relationship (tick/specify, as applicable):

- Director of SJVN Limited
- Key Managerial Personnel of SJVN Limited
- Relative of Director / KMP of SJVN Limited
- Entity in which Director / KMP or their relative is partner/ Director/ has control/significant influence
- Subsidiary/Associate / Joint Venture of SJVN Limited
- Any other relationship (please specify):

B. Person(s) / Entity(ies) with whom the related party relationship exists

Name of Person / Entity:

Designation/Position/Role/Association with SJVN Limited: Relationship:

3. Any change in the above particulars shall be promptly informed in writing.

For and on behalf of:

Signature:

Name:

Designation:

Date:

Place:

Related Party Declaration - Employee(PPR-226/2026)

Name of Employee/ Candidate:

Employee Code/ Registration/Application no

Designation/ Post Applied For:

Declaration

It is hereby declared that:

1. The employee/ candidate does/does not have any relationship that qualles as a Related Party relationship with SJVN Limited.
[In case of existence of a Related Party relationship, the details are as under]

A. Nature of Relationship (tick/specify, as applicable):

- Relative of Director/KMP
- Any other relationship (please specify)

B. Person(s) with whom the related party relationship exists:

Name of Person:

Designation/ Position / Role /Association with SJVN:

Limited Relationship:

4. Any change shall be promptly intimated.

Signature of Employee/ Candidate:

Name:

Date:

Place:

INTEGRITY PACT-PRE-CONTRACT (PPR-226/2026)

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 “Hiring of two nos.(02) Mahindra Scorpio (4WD, AC, Diesel, 7-seater, model (Year) 2025 onwards), for transmission line works, Janakpur under TW-02 Package, for a period of Three (03) Years.” (PPR-226/2026)” and the Bidder/Contractor is willing to offer against Tender/NIQ No. **SAPDC/P&C/Arun-3HEP/PPR-226/2026-256 dated 13.04..2026.**

NOW, THEREFORE,

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

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

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



1.0 Commitments of the Employer

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

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

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

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



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

The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act, 2013 (India).

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

3.0 Previous Transgression

- 3.1 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.

5.0 Sanctions for Violations

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

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



- (viii) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.2 The Employer will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (viii) of this Pact also on the Commission by the Bidder/Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Contractor), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption in Employer's country.
- 5.3 The decision of the Employer to the effect that a breach of the provisions of this Pact has been committed by the Bidder/Contractor shall be final and conclusive on the Bidder/Contractor. However, the Bidder/Contractor can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

6.0 Independent External Monitor(s)

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



6.8 The Monitor will submit a written report to the CMD/CEO/MD of Employer within 30 days from the date of reference or intimation to him by the Employer/Bidder and should the occasion arise, submit proposals for correcting problematic situations.

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

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

7.0 Facilitation of Investigation

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

8.0 Law and Place of Jurisdiction

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

9.0 Other Legal Actions

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

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

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


10.0 Validity

10.1 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: **S.K. 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)

GUIDELINES ON BANNING OF BUSINESS DEALINGS

1. Introduction:

SJVN (including its subsidiaries, and joint ventures) deal with various bidders, contractors, suppliers, consultants, and service providers, 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 SJVN to deal with Agencies who commit deception, fraud or other misconduct in the tendering process. These Guidelines are issued with a view to ensuring transparency, integrity, and fairness in public procurement undertaken by SJVN Limited, its Subsidiaries and Joint ventures. These guidelines are framed in alignment with the 'Guidelines on Debarment of firms from Bidding' issued by the Department of Expenditure, Ministry of Finance, Government of India.

2. Scope:

These Guidelines shall apply to all procurements financed, executed, or managed by SJVN, its Projects, Power Stations, Regional Offices, Liaison Offices including its subsidiaries, and joint ventures, and shall be binding upon all categories of bidders, contractors, suppliers, consultants, and service providers dealing with SJVN or its associated entities.

3. Definitions:

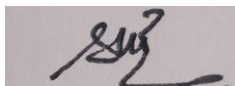
(a) **SJVN** means SJVN Ltd., its Projects, Power Stations, Regional Offices, Liaison Offices including its subsidiaries, and joint ventures.

(b) **Debarment** means disqualification of a bidder from participation in any procurement process undertaken by SJVN for a specified period in accordance with Rule 151 of GFR 2017. For the purposes of these Guidelines, the expressions banning of firm, suspension, and blacklisting shall convey the same meaning as debarment.

(c) **Firm**: The term 'Firm' or 'Bidder' has the same meaning for the purpose of these guidelines, which includes an individual or person, a company, a co-operative society, a Hindu undivided family, and any association or body of persons, whether incorporated or not, engaged in trade or business.

(d) **Allied Firm** means any concern within the sphere of effective influence of a debarred firm. In determining such influence, the following factors shall be considered—

- (i) whether the management is common;
- (ii) whether majority interest in the management is held by the partners or directors of the debarred firm;
- (iii) whether substantial or majority shares are owned by the debarred firm and, by virtue thereof, it has a controlling voice;
- (iv) whether the firm directly or indirectly controls, or is controlled by, or is under



common control with another bidder; and

(v) all successor firms shall also be treated as allied firms.

(e) Unit shall mean the Project/ Power Station/ Regional Office/ Liaison Office/Subsidiary/JV, as the context requires.

4. **Authorities and Jurisdiction**

(a) SJVN-level Debarment. Competent Authority: Functional Director, SJVN. In case of subsidiaries, the Competent Authority shall be CEO. Appellate Authority: Chairman & Managing Director (CMD), SJVN. In case of subsidiaries, the Appellate Authority shall be Chairman of the subsidiary.

(b) Ministry of Power (MoP)-level Debarment. Debarment orders issued or endorsed by the Ministry of Power shall be governed by the Competent and Appellate Authorities as may be notified by the Ministry from time to time, and shall be binding on SJVN, its subsidiaries, and joint ventures for the period specified therein.

(c) Department of Expenditure (DoE)-level Debarment. Debarment orders issued or endorsed by the Department of Expenditure, Ministry of Finance, Government of India, shall be governed by the Competent and Appellate Authorities specified by the said Department, and shall be binding on SJVN, its subsidiaries, and joint ventures for the period specified therein

5. **Initiation of Debarment proceedings**

During bidding: Action for banning of business dealings with any Firm shall be initiated by the department responsible for invitation of bids after noticing the irregularities or misconduct on the part of Firm concerned.

During execution: Action for banning of business dealings with any Firm shall be initiated by the respective department responsible for execution of works/services after noticing the irregularities or misconduct on the part of Firm concerned.

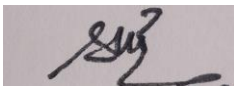
Besides the concerned department, Vigilance Department of each Unit/ Corporate Vigilance may also be competent to initiate such action.

6. **Grounds for Debarment:** Without prejudice to Rule 151 and Rule 175 of GFR 2017, a bidder or any of its successors may be debarred from participation in procurement undertaken by SJVN and its subsidiaries and JVs for any of the following reasons—

(a) conviction under the Prevention of Corruption Act, 1988, the Indian Penal Code or Bhartiya Nyaya Sanhita, 2023, or any other law in force, for causing loss of life, damage to property, or threat to public health in the course of execution of a public procurement contract;

(b) breach of the Code of Integrity prescribed under Rule 175 of GFR 2017, including bribery, collusion, bid-rigging, anti-competitive conduct, false declaration, obstruction of investigation or audit, or undisclosed conflict of interest;

(c) submission of false or forged information, misrepresentation, or concealment of material facts, resorting to corrupt or fraudulent practices;



(d) persistent failure, default, or non-performance of contractual obligations;

(e) supply of substandard material, non-supply of material, abandonment of works, substandard quality of works, or failure to abide by the Bid Securing Declaration etc.;

(f) misuse of SJVN's premises or its facilities, forcefully occupies or damages SJVN's properties including land, water resources, forests / trees or tampers with documents/records etc.; and

(g) any other act or omission which, in the opinion of SJVN, warrants debarment in the interest of probity, fairness, and public interest.

7. Debarment Review Committee (DRC) and Procedure for Debarment:

(a) Constitution of DRC: Prior to the initiation of debarment proceedings, the Competent Authority shall constitute a Debarment Review Committee (DRC) for examination of the case. The Committee shall comprise officers not below the rank of General Manager or Head of Department / Head of Project, as under—

- One officer from Contracts or Procurement of the concerned Unit or the Corporate Office;

- One officer from Finance (Corporate / Projects) of the concerned Unit or Corporate Finance; • One officer from Corporate Law / Legal; and

- One officer representing the user or indenting department at the Corporate or Unit level, or the Head of Project / Engineer-in-Charge representing the concerned project site, as the case may be.

The officer belonging to the department initiating the proposal for debarment shall act as the Coordinator of the DRC and shall be responsible for convening meetings, facilitating examination of relevant records etc. The DRC shall submit its report to the Competent Authority.

(a) Mandate and Process:

The DRC shall,

(i) examine all facts, records, and evidence pertaining to the case;

(ii) ensure that a show-cause notice has been issued and that a reasonable opportunity of representation, including personal hearing if sought, has been afforded;

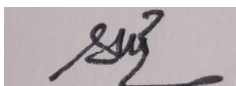
(iii) assess the applicability to allied and successor firms; and

(iv) submit a reasoned and self-contained recommendation to the Competent Authority within eight (08) weeks, extendable with recorded justification.

(b) Decision:

The DRC shall function in an advisory capacity.

The final decision shall rest with the Competent Authority, who shall, after due consideration of the DRC's recommendation, issue a speaking order specifying the



reason (in brief), scope, jurisdiction, and duration of debarment.

The entire proceeding shall, as far as practicable, be concluded within twelve (12) weeks from the date of initiation.

8. Period and Effect of Debarment

(a) Maximum period — up to three (3) years for conviction-based cases under Rule 151(i) (DoE-wide), and up to two (2) years for breach of the Code of Integrity or performance-related grounds at the SJVN/MoP level.

(b) Minimum period — ordinarily not less than six (6) months.

(c) Commencement — the period of debarment shall commence from the date of issue of the debarment order by the issuing entity.

(d) Contract Placement Bar — no contract of any kind shall be placed on a debarred firm, including its allied firms; this prohibition shall also apply in cases of risk purchase.

(e) Bid/Contract Dates — only bids from firms that are not debarred on (i) the date of submission/opening of the tender and (ii) the date of issuance of Letter of Award/ Signing of Contract Agreement shall be considered.

(f) Bids by Debarred Firms — if a debarred firm submits a bid, such bid shall be ignored. If such firm is the lowest (L-1), the next lowest eligible bidder shall be considered as L-1. Any bid security submitted by the debarred firm shall be returned.

(g) Existing Contracts — contracts concluded prior to the issue of the debarment order shall not be affected.

(h) Removal from approved/empanelled lists — The debarred firm shall also be removed from any approved/empanelled lists.

9. Applicability to Allied and Successor Firms

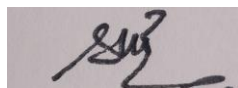
Debarment of a firm shall automatically extend to its allied and successor firms unless otherwise directed by the Competent Authority for reasons recorded in writing.

In the case of debarment of a joint venture or consortium, all partners shall stand debarred for the period specified in the debarment order, and the names of all such partners shall be explicitly mentioned in the order.

10. Jurisdiction and Recommendation of Debarment

(a) SJVN-Level Debarment: for misconduct confined to SJVN or its subsidiaries/joint ventures, including non-performance, false declarations, or breach of integrity obligations.

(b) Recommendation to Ministry of Power (MoP): for cases having sector-wide or systemic implications affecting multiple PSUs under the administrative control of MoP, or integrity breaches such as corruption, bribery, or cartelization in tenders of SJVN.



(c) Recommendation to Department of Expenditure (DoE): for conviction-based cases or offences causing loss of life, property, or threat to public health, warranting Government-wide debarment under Rule 151. Where such Government-wide debarment is warranted, the department responsible for initiation of debarment proceedings shall forward a self-contained proposal, along with complete supporting documentation, to the Ministry of Power for onward transmission to the Department of Expenditure, in accordance with the DoE OM.

11. Effect of Debarment by Other Authorities

SJVN shall give effect to debarment orders issued by the Department of Expenditure (Ministry of Finance), the Ministry of Power, or any other Government entity, where such orders expressly provide for applicability across Ministries, Departments, or PSUs.

Note (GeM): The Government e-Marketplace (GeM) may debar bidders for a period of up to two (2) years on its portal. SJVN shall honour such debarments for procurements undertaken on or through GeM, in accordance with GeM provisions.

12. Publication of Debarment Orders Debarment orders issued by SJVN shall be displayed on SJVN's website and shall be binding upon all subsidiaries and joint ventures of SJVN. For the purpose, the concerned department shall forward the name and details of the Agency(ies) banned to IT&C Division of SJVN's Corporate Office for displaying the same on SJVN website. The details shall also be displayed on the respective subsidiary's website. Debarment orders of the Ministry of Power shall be displayed on the Ministry's website, and those of the Department of Expenditure shall be displayed on the Central Public Procurement Portal (CPPP) maintained by DoE.

13. Appeal and Review (SJVN Level):

An aggrieved firm may prefer an appeal to the CMD, SJVN, within thirty (30) days from the date of communication of the SJVN-level debarment order.

The CMD may, after due consideration of the record and representation, uphold, modify, or set aside the order.

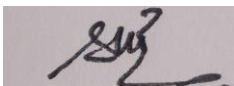
Appeal against MoP/DoE orders shall be dealt as per Guidelines on Debarment of firms from Bidding' issued by the Department of Expenditure, Ministry of Finance, Government of India.

14. Revocation and Reinstatement:

(a) A debarment order shall stand automatically revoked upon expiry of the period specified therein; no separate order shall be required.

(b) For debarments issued by SJVN, the CMD, SJVN shall be the sole authority competent to review or revoke the order prior to its expiry, either suo motu or upon representation by the firm, based on new facts or sufficient justification. Such revocation shall be issued by formal order and shall take effect from the date specified therein.

(c) For debarments issued by the Ministry of Power or the Department of



Expenditure, revocation or modification prior to expiry shall rest exclusively with the respective issuing authority.

(d) Upon receipt of a revocation or modification order, the concerned department shall promptly update internal records and, where applicable, SJVN's website or the CPPP.

Note: In case of shortage of suppliers/contractors/service providers in a particular group, such debarments may also hurt the interest of procuring entities. In such cases, endeavour should be to pragmatically analyse the circumstances, try to reform the supplier and may get a written commitment from the suppliers / contractors / service providers that its performance will improve.

15. Record-Keeping and Reporting:

All proceedings, communications, and decisions under these Guidelines shall be duly forwarded for record to Corporate Civil Contracts Deptt.

A consolidated list of firms debarred and reinstated at the SJVN level shall be maintained by Corporate Contracts Deptt. and published on SJVN's website.

Matters having inter-ministerial or sectoral implications, including those requiring consideration by the Department of Expenditure, Ministry of Finance, shall be reported to the Ministry of Power through the Corporate Civil Contracts Department, in accordance with the procedure prescribed under the DoE OM.



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

FORM OF DECLARATION OF ELIGIBILITY (PPR-226/2026)

UNDERTAKING

We,....., having our registered office at do hereby certify that neither we nor any of our allied firms, successor entities, consortium / joint-venture partners (as applicable) are currently under debarment by SJVN Limited (including its subsidiaries/JVs), the Ministry of Power, Government of India & Nepal, or the Department of Expenditure (DoE), Ministry of Finance, Government of India & Public Procurement Monitoring Office (PPMO), Government of Nepal or any authority competent to impose debarment/blacklisting under applicable laws of Nepal.

We fully understand that if this declaration/undertaking is found to be false or misleading, our Bid shall be liable for rejection and, if the Contract has been awarded, the same shall be liable for termination, in addition to any other action as may be taken under law.

Date.....

Place.....

.....
(Name & Signature of Authorised Representative with Seal/Stamp of Company)