

एसजेवीएन अरुण-३
पावर डेवलपमेण्ट कम्पनी (प्रा.) लि.
(भारत सरकार र हिमाचल सरकारको संयुक्त कम्पनी,
एसजेवीएन लिमिटेड बाट स्थापित कम्पनी)



SJVN Arun-3
Power Development Company (P.) Ltd.
(A company promoted by SJVN limited,
joint venture of Govt. of India and Govt. of H.P.)

SAPDC/CE(P&C)/Arun-3HEP/PCD-224/2022-459

Dated: 12.06.2022

SECTION-I**Notice Inviting Tender (NIT) & Information to Bidder(ITB)**

1. SJVN Arun-3 Power Development Company (P) Ltd. (**SAPDC/Employer**), Tumlingtar, Nepal (A Subsidiary of SJVN a joint venture of GOI & H.P.) having Registered office at Kathmandu, Nepal invites Sealed Bid under single stage two Envelops bid system on percentage basis from the eligible Firm/Agencies/ Restaurant/Hotels of Nepal for the following work:

1.	Name of Work:	Providing canteen services at SAPDC office complex , Tumlingtar for 2 years.
1.1	Tender No.	PCD-224
1.2	NIT reference	PCD-224/2022
1.3	Period of contract	2 year reckoned from the 15 th day of issuance of Letter of Acceptance by the SAPDC.
1.4	Estimated Cost	Refer: Section-V (Price Schedule/Bill of Quantities (BOQ))
1.5	Cost of Bidding Document (Non-refundable).	NPRs. 1,000/- in the form of bank draft(in original)/Manager's cheque(in original) payable at Khandbari, Nepal in favour of SAPDC-NPR CONSTRUCTION ACCOUNT.
1.6	Date and time for availability of Bidding document on http://sjvn.nic.in & www.sapdc.com.np	12.06.2022 to 13.07.2022(13.00 Hrs.)
1.7	Earnest Money Deposit	NPRs 53,000/- (to be submitted as per clause no. 14).
1.9	Last date & time for submission of Bid(s).	13.07.2022 Time: 15:00 Hours.
1.10	Time and Date for opening Technical Bid(s).	14.07.2022 Time: 16:00 Hours.

1.11	Time and Date of opening Financial Bid(s).	Shall be opened on same day, if clarification is not required). However, if clarification is required then, the opening date of price bid Shall be published on websites.
1.12	Bid validity period	The bids shall remain valid for acceptance for a period of 120 days from the date of opening of Techno-Commercial Bids.
1.13	Place of submission/opening bid/Bids	Office of Chief Engineer (P&C), Arun Sadan, SAPDC Office Complex, Tumlingtar, Distt. Sankhuwasabha, Nepal. Phone: +977-29-575154, 9852099789 E-mail Address: pnc.sapdc@gmail.com
1.14	Authority/Officer inviting Tender	

2. Minimum Qualifying Requirements:

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

- a. Registered in PAN/Govt. Department for relevant category business i.e Hotels/Restaurant/Khana-Nasta/Bhojnalaya/Khaja etc.
- b. Average Annual turnover during the last three Financial years, ending 15th July, 2021 should be at least i.e. NPR 4,38,235.5/-

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.

- 3. Period of contract:-**Period of contract shall be 2 year reckoned from the 15th day of issuance of Letter of Acceptance by the SAPDC.
- 4.** Interested Bidders may download the Tender documents from www.sjvn.nic.in & www.sapdc.com.np and submit their offer along with the cost of Tender Document as mentioned under para 1.5 herein-above.
- 5. Cost of Bidding**
The bidder shall bear all costs associated with the preparation and submission of his bid and SAPDC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 6. Office Visit:-**
 - a.** The Bidders, The prospective Bidders are advised to visit the office of SAPDC, Tumlingtar before submission of their proposals. The Bidder shall bear all costs associated with the office visit.

The information about the project and / or its surroundings is given in good faith. The Bidders may however, obtain necessary information and acquaint themselves with Site by making site visit at their own cost.
 - b.** The Bidders should note that information, if any, in regard to the site and local conditions, in these Bidding Documents, except for the material agreed to be supplied by the Employer, has been given merely to assist the Bidders and is not warranted to be complete.

- c. The Bidders should note and bear in mind that the Employer shall bear no responsibility for the lack of acquaintance of the site and other conditions or any information relating thereto, on their part. The consequences of the lack of any knowledge, as aforesaid, on the part of the Bidders shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the Employer.

7.0 The bidder is expected to examine carefully all instructions, terms and conditions, Performa, etc. in the Bidding Documents. Failure to comply with the requirements of bid documents shall be at the bidder's own risk. However, after study of the documents if the bidder notices any error in typing, spellings and/or any omission the same can be brought to the notice of Employer at least 7 days prior to the deadline for submission of bids. It shall be the sole discretion of the Employer to consider such errors/omissions for which necessary corrigendum will be issued.

8.0 Clarification of Bidding Documents

A prospective bidder requiring any clarification of the bidding documents may notify to the Chief Engineer (P&C), Arun Sadan, SAPDC Office Complex, Tumlingtar, Distt. Sankhuwasabha, Nepal., Nepal. +977-29-575154, Email:- pnc.sapdc@gmail.com

9.0 Amendment of Bidding Documents

9.1 At any time prior to the deadline for submission of bids, the SAPDC may amend the Bidding Documents by the issuance of an addendum/corrigendum.

9.2 The corrigendum's and amendments if any shall be uploaded only on www.sjvn.nic.in & www.sapdc.com.np all the bidders are requested to frequently visit the web sites till the schedule date of submission of bid.

9.3 The addendum thus issued shall be part of the bidding documents and shall be communicated to all prospective bidders who have downloaded the Bidding Documents. Prospective bidders shall promptly acknowledge receipt thereof to the SAPDC.

9.4 In order to afford prospective bidders reasonable time in which to take an addendum into account for preparing their bids, the SAPDC may, at its discretion extend, as necessary, the deadline for submission of bids in accordance with Para-18 hereof.

10.0 Language of bid

The bid prepared by the bidder and all correspondence and documents thereto exchanged by the bidder and the SAPDC be written in English language. Supporting documents and printed literature furnished by the bidder with the bid may be in another language provided these are accompanied by an appropriate translation of pertinent passages in English language. For the purpose of interpretation of the bid, the English language shall prevail.

11.0 Bid Prices

11.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole Works as described in the Bidding Documents based on Priced Schedule/Bill of Quantity submitted by the bidder.

11.2 The bidder shall offer 'Administrative Cost and Contractor's Profit' percentage in the Schedule of Quantities & Prices (Up-to four(04) decimal only, which shall be considered for evaluation) provided under Section V of the Bidding documents.

Rates/amount for Basic Pay, Dearness allowance (DA), Social Security Fund(SSF), Festival allowance, Hard area allowance, Uniform allowance etc. have been mentioned in the Bill of Quantities.

The Agency/bidders/Contractor shall adhere and be responsible for payment of wages, salaries, bonus (if payable), food, accommodation, transport, canteen facilities, other statutory privileges and facilities as per GoN Nepal, ensuring compliances to various labour and all industrial laws/acts for respective manpower(if any), contingency, service charge, all statutory taxes etc be considered inclusive in the 'Administrative Cost and Contractor's Profit' percentage quoted by the bidder.

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

- 11.3 The rate/'Administrative Cost and Contractor's Profit' percentage shall be quoted in decimal (Up-to four(04) decimal only, which shall be considered for evaluation) in such a manner that no interpolation is possible. The percentage shall be written both in words and figures. In case of ambiguities between the percentage quoted in figures and in words, the percentage 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. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting. Corrections by applying correcting fluid shall not be permitted.
- 11.4 In case bidder quotes zero rate/percentage, the bid will be treated as Non-responsive and such bid will not be evaluated.
- 11.5 Only unconditional discount offered by the Bidder on the Performa for Price Bid shall be considered for evaluation.
- 11.6 As regards the Income Tax, Surcharge on income tax, any other Taxes as applicable in Nepal, SAPDC shall not bear any Tax liability (Excluding VAT) whatsoever. The Bidder shall be liable and responsible for payment of such Taxes if applicable under the provision of law at present or in future in Nepal. SAPDC will deduct TDS (Tax deductions at Source) as applicable. The details/information towards the deductions shall be issued by SAPDC. VAT shall be paid extra by SAPDC as per actual on production of documentary evidence.

12.0 Currencies of Bid and Payment

The unit rates and prices shall be quoted by the bidder entirely in Nepal Rupees (NPR).

13.0 Bid Validity Period

- 13.1 Bids shall remain valid for acceptance for a period of 120 days (one hundred twenty days) from the date of opening of Bids prescribed in Para-21.0 hereof.
- 13.2 The SAPDC may request the bidders to extend the period of validity for a specified additional period. The request and the bidder's response shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be permitted to modify his bid, but will be required to extend the validity of his bid security for the period of the extension and in compliance with Para-14.0 hereof in all respects.

14.0 Bid Security/EMD

- (i) Earnest Money 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**)/ Bank Guarantee(in original) in favor of **SAPDC-NPR CONSTRUCTION ACCOUNT** payable at Khandbari acceptable to SAPDC(Bidders may refer the format at Annexure-A for BG against EMD) for an amount as mentioned at para 1.7 herein-above. Earnest Money Deposit shall remain valid for 120 days after the date of deadline for submission of Bids as stated in the invitation to bid.

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

- (ii) EMD of the bidder shall be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of validity of the bid.
- (iii) The EMD of the successful bidder shall be return within 30 days after submission of performance security and signing of contract agreement.
- (iv) The Earnest Money of unsuccessful bidders will be returned within 30 days of the award of work to the successful bidder.
- (v) No interest shall be payable by SAPDC on EMD/ contract security.

15.0 Variation in Bidding Conditions

Bidder shall submit offers which comply fully with the requirements of the Bidding Documents. Bids which take deviations from the conditions of the contract will not be considered.

16.0 Signing of bid

- 16.1 The original and all copies of the bids shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder under legally enforceable Power of Attorney(If applicable). All the pages of the bid shall be signed and stamped at the lower right hand corner by the person or persons signing the bid.
- 16.2 The bid shall not contain any alterations or additions or deletions except those to comply with the instructions issued by the Employer or as necessary to correct errors made by the bidder in which case, such corrections shall be initialed by the person or persons signing the bid.

17.0 Documents comprising the bid and manner of Submission thereof:

- 17.1 The bid shall consist of two parts as under:

Part –I (Envelope-I)

- i. Comprising Bid Security in the form and amount as per bid conditions (as per Sr. No 14.0)
- ii. Cost of Tender Document (as per Sr. No. 1.5).
- iii. Photocopy of VAT/PAN & Registration certificate in relevant category business i.e Hotels/Restaurant/Khana-Nasta/Bhojnalaya/Khaja etc.
- iv. Form of declaration.
- v. Integrity Pact duly signed by Authorized Signatory as per Schedule-F along with ‘Form of Declaration of Eligibility’

Note:- The bids whose bid security/ cost of tender document is either deficient in value and/ or form, and will be rejected out rightly & will not be evaluated further.

Part – II (Envelope-II)

Comprising of Price Bid, duly filled in & signed Bill of Quantities (BOQ).

- 17.2 Part-II Comprising of Price Bid at Section V i.e., duly filled Schedule of Quantities & Prices/ Bill of Quantities (BOQ).
- 17.3 The bidder shall not give any indication about the bid price in any manner whatsoever in the “Techno-Commercial” part of the bid. Non-compliance of this provision shall result in the rejection of bid.
- 17.4 The part II of the bid (i.e. Price bid) shall be strictly in accordance with the forms provided in the Bill of Quantities /Price Schedule.
- 17.5 The bidder shall not take any deviation from the bid conditions.
- 17.6 The bidder shall also fill, sign and stamp each page of the documents forming part of the bid, on the left hand cover (bottom side).

17.7 The Part – I& Part-II of the bids shall be packed and submitted in the following manner.

- i. Part – I & Part- II of the bids shall be kept in separate covers duly super scribed with the “The Part-I (Envelope-I) and Part-II (Envelope-II) of the bids duly super scribed with the “Part – I- Bid security- Original, cost of Tender Document”, and ‘Part-II- Price Bid- Original” and sealed.

On upper left hand corner.

- i. Bid for (Name of Work)
- ii. Do not open before {insert last date of submission}
- iii. To be opened by tender committee only.

In the center of the cover.

Name of the person/ officer and the office address to whom bid is addressed.

On the bottom left hand corner:

Name and address of the bidder.

- 17.8 The bids as above shall be submitted either in person or through courier or by post to following address:-

Chief Engineer (P&C),
Arun Sadan, SAPDC
Office Complex, Tumlingtar,
Distt. Sankhuwasabha, Nepal.
Ph. No.: +977-29-575154

However, SAPDC not be responsible for any delay in receipt due to any reason whatsoever and / or for loss of the bid in postal transit.

18.0 Dead line for Submission of Bids

- 18.1 The bids shall be received by the SAPDC not later than the time & date at the address specified at Para 1.9 and 1.13 here-in above.
- 18.2 The SAPDC may extend the deadline for submission of bids by issuing an amendment in accordance with Para 9.0 hereof, in which case all rights and obligations of the

SAPDC and the bidders previously subject to the original deadline will then be subject to the new deadline.

19.0 Late/Delayed Bids

Any bid received by the SAPDC after the deadline prescribed by the SAPDC in accordance with Para-18.0 hereof will be returned un-opened to the bidder.

20.0 Modification and Withdrawal of Bids

20.1 The bidder may modify or withdraw his bid after bid submission, provided that the modification or notice of withdrawal is received in writing by the SAPDC prior to the prescribed deadline for submission of bids.

20.2 The bidder's modification or notice of withdrawal shall be prepared, sealed, marked and delivered in accordance with the Para-16.0 & 17.0 hereof, with the inner envelopes additionally marked "Modification" or "Withdrawal" as appropriate.

20.3 Subject to Para-22.0, no bid may be modified subsequent to the deadline for submission of bids.

20.4 Withdrawal/Modification of bid between the deadline for submission of bids and the expiry of the period of bid validity or as extended pursuant to Para-13.0 hereof shall result in the forfeiture of the bid security pursuant to Para-14.0 hereof.

21.0 Bid Opening

21.1 Bids for which an acceptable notice of withdrawal has been submitted pursuant to Para-20.0 hereof shall not be opened.

21.2 Then, the Part-I of the bid i.e., the envelope containing bid security & cost of tender document shall be opened. The bids whose bid security/ cost of tender document is either deficient in value and/ or form, and will be rejected out rightly & will not be evaluated further.

21.3 The "Price Bid" (Part-II of the bid) Shall be opened on same day, if clarification is not required). However, if clarification is required then, the opening date of price bid Shall be published on websites. The envelope of modification pursuant to Para-20 hereof, if any, to this part of bid shall be opened first.

21.4 Bidder's authorized representatives may attend the bid opening. The officers of the SAPDC authorized for opening of bids will announce the bidder's name, written notifications of bid withdrawal if any, the presence or absence of the requisite bid security, the deviations taken by the bidder's etc., and any such detail as the said officer(s) may consider appropriate. The bidder's representative(s) shall sign register provided by SAPDC for evidencing their participation in the process of bid opening.

22.0 Clarification of Bids

To assist in the examination, evaluation and comparison of bids, the SAPDC may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing or by email, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the SAPDC during the evaluation of the bids in accordance with sub-Para-24.1 hereof.

23.0 Determination of Responsiveness & Techno-Commercial evaluation

23.1 Prior to the detailed evaluation of bids, the SAPDC will determine whether each bid:

- i. Comprising Bid Security in the form and amount as per bid conditions (as per Sr. No 14.0)
- ii. Cost of Tender Document (as per Sr. No. 1.5).

- iii. Photocopy of VAT/PAN & Registration certificate in relevant category business i.e Hotels/Restaurant/Khana-Nasta/Bhojnalaya/Khaja etc.
 - iv. Form of declaration.
 - v. Integrity Pact duly signed by Authorized Signatory as per Schedule-F along with 'Form of Declaration of Eligibility'
- 23.2 A substantially responsive bid is one, which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviation or reservation. A material deviation or reservation is one:
- i) which affects in any substantial way the scope, quality, or performance of the Works;
 - ii) which limits in any substantial way, inconsistent with the Bidding documents, the SAPDC rights or the bidder's obligations under the Contract ; or
 - iii) Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 23.3 If a bid is not substantially responsive, it will be rejected by the SAPDC and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation or by submission of subsequent clarifications.

24.0 Commercial evaluation

- 24.1 Bids determined to be substantially responsive will be checked by the SAPDC for any arithmetic errors. Errors will be corrected by the SAPDC as follows:
- i) where there is a discrepancy between unit rate/percentage in figures and in words, the unit rate/percentage in words will govern; and
 - ii) Where there is a discrepancy between the unit rate/percentage and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted in words will govern.
 - iii) In case error due to wrong extension of quantities, the quantities as specified in the Bid documents will be considered and multiplied by the unit rate/percentage quoted in words to obtain the amount.
- 24.2 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 and the bid security shall be forfeited.

24.3 Evaluation and Comparison of Bids

- 24.3.1 The SAPDC will evaluate and compare only the bids determined to be substantially responsive to the requirements of the Bidding Documents in accordance with Para-23.0 hereof.

24.3.2 In evaluating bids, SAPDC will determine, for each bid, the Evaluated Bid Price by adjusting the bid price as follows.

- i) Making any correction for errors pursuant to sub-Para-24.1 hereof;
- ii) Making an appropriate adjustment to reflect discounts or other price modifications offered in accordance with Para-20.0 hereof.
- iii) Making an appropriate adjustment for the discount offered by the Bidder. Only unconditional discount offered by the bidder on the Performa for Price Bid shall be considered.

25.0 Award Criteria

Subject to Para-26.0 hereof, the SAPDC will award the contract to the bidder whose bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated bid price pursuant to Para-24.0 hereof.

Further, in case of tie i.e offered lowest evaluated bid price pursuant to Para-24.0 of more than one bidder(s) is/are found L-1 or same(i.e offered/quoted percentage of more than one bidder(s) is/are same) in that case award will be made in favour of L1 bidder who have highest Average Annual turnover during the last three Financial years, ending 15th July, 2021.

Further, In case bidder quotes negative rate/percentage, the bid will be treated as Non-responsive and such bid will not be evaluated.

26.0 SAPDC Right to accept any Bid and to reject any or All Bids

Notwithstanding Para-25.0, the SAPDC reserves the right to accept or reject any bid or to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the SAPDC action.

27.0 Notification of Award

27.1 Prior to the expiration of the period of bid validity prescribed by the SAPDC or any extension thereof, the SAPDC will notify the successful bidder in writing that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract called “Letter of Acceptance”) shall name the sum which the SAPDC will pay to the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called “the Contract Price”).

27.2 The notification of award will constitute the formation of the Contract.

28.0 Signing of Agreement

28.1 Within thirty (30) days of receipt of the Letter of Acceptance, on a date and time mutually agreed upon, the successful bidder or his authorized representative shall attend the Office of Chief Engineer (P&C), Arun Sadan, SAPDC Office Complex, Tumlingtar, Distt. Sankhuwasabha, Nepal., Nepal for signing of the Agreement. The Performa of Agreement is as at **Annexure-B**.

28.2 Failure on the part of the successful bidder to comply with the requirements of this Para will constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

29.0 Performance Security

a) Contractor shall furnish a “Contract Performance Guarantee” in favour of **SAPDC-NPR CONSTRUCTION ACCOUNT**, towards contract performance security within 30 days from the issue of letter of award in one of the form as detailed below:-

- i) Bank Draft/Manager Cheque/FDR(duly pledged in favour of **SAPDC-NPR CONSTRUCTION ACCOUNT**)
- ii) An irrevocable valid and fully enforceable Bank Guarantee from a Commercial (Class A) bank of Nepal in favour of **SAPDC-NPR CONSTRUCTION ACCOUNT** acceptable to SAPDC.

b) The guarantee 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 the expiry of 45

days after the successful completion of contract period. The above contract performance guarantee shall be liable for forfeiture in case of failure of the bidder to fulfill its contractual obligations under the contract.

- c) The performance guarantee will be returned to the contractor within 30 days after completion of contract period/“Satisfactory Performance Certificate” issued by O.I.C. (Officer –in- Charge) without any interest.

30. Retention Money:- Five percent (5%) of each monthly bill will be retained by SAPDC subjected to maximum accumulation of one month bill, which shall be reimbursed to Contractor within 45 days after successful completion of the contract period.

31. 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.

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

Entering into Integrity Pact as per Performa (enclosed at 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:

Sl. No.	Name of IEMs	Address of IEMs
1	Sh. S.P. Srivastava, IPS (Retd.)	1/125, Vineet Khand, Gomtinagar, Lucknow, UP-226010 Email: sps_ips@yahoo.com
2	Smt. Archana Pandey Tiwari, IRS (Retd.)	C-32, Nangal Dewat, Vasant Kunj, New Delhi- 110070 Email: ampandey2001@yahoo.com

The Integrity Pact duly signed on behalf of SAPDC is enclosed 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.

31.2 The successful bidder shall submit duly executed Integrity Pact on Plain Paper prior to signing of Contract Agreement. The Integrity Pact duly signed on behalf of the Employer has been enclosed under **Schedule-F** in this document. The Integrity Pact shall be printed & signed by the bidder/supplier and the hard copy shall be submitted in Part-I (Envelope-I).

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

Name	Designation	Contact No's. & E-mail Id	Address
Er. Rakesh Singh	CE(P&C)	+977-29-575154 & pnc.sapdc@gmail.com	Arun Sadan, SAPDC Office Complex Tumlingtar, Distt. Sankhuwasabha, Nepal.

SECTION-I-A

DETAILED SCOPE OF WORK

Scope/Schedule of work for services

1.0 Scope/Schedule of work for services:-

Sl. No.	Category of service	Type of services	Completion schedule
1	Catering and allied services	Cooking services (As per menu & rates specified at Annexure-I. However menu & rates will be specified by OIC (SAPDC) From time to time.)	i) cooking/preparation and serving of food as per prescribed menu in the most hygienic condition (Morning / Evening Tea/ Snacks, Breakfast & Lunch) Or ii) when directed by SAPDC on any special occasion/exigency on all 07 days of a week (on Specific rates).
		1)General cleaning of kitchen areas and equipment. 2)Segregation and disposal of waste, to be disposed of at appropriate space or place as per norms shall be done by the contractor at its own cost. 3) As directed by OIC, SAPDC	i) At least twice daily on all working days. ii) As directed by OIC, SAPDC.

Menu for Tumlingtar camp/office at SAPDC, Tumlingtar with rates

Sr. No	Simple Lunch/Dinner
1	Rice (100 gr.)
2	Dal/ Chana/Aloo Matar (1 katora -120 gm.)
3	Seasonal Vegetable (1 katora -120 gm.)
4	Chapati (4 nos.-150 gm.)
5	Bottled Pickle / Kachumbar Salad (Basic)/Papad
Rate (In NPR) (Excluding VAT)	95/-

Description of Items/ Quantity of food items for Breakfast/snacks

Sr. No.	Items	Rate (NPR excluding VAT)
1	Four Pcs. Bread Toast with butter or Jam (10 gm.)	40
2	Two eggs omlette	50
3	2 Pcs. boiled egg	40
4	Milk (200 ml)	35
5	Milk Tea readymade (mixed)	15
6	Black Tea	10
7	Black Coffee	20
8	Milk Coffee	30
9	Veg Pakoda (08 pcs)	50 per plate
10	Veg momo (08 Pcs)	50 per plate
11	Plain Curd (150 gm)	25
12	Stuffed Paratha (2 pcs) Aloo/ Gofi etc	40
13	Samosa (2 Pcs)	30
14	Chow mein (300 gm)	50
15	Thukpa (300 gm)	30
16	Veg Khaja Set	50
17	Non Veg Khaja Set	80
18	Non Veg (Chicken) (8 Pcs)	150 per plate
19	Non Veg (Mutton) (8 Pcs)	250 per plate
20	Paneer Pakoda (8 pcs)	80 per plate

Note: Ala carte items like juice, mineral water, Soup, Butter, Fruits, Eggs, Cold Drinks, Sweets etc. will be charged as actual plus tax as applicable.

Approx. sixty nos. personnel are deployed in the Arun Sadan (office complex), SAPDC, Tumlingtar.

SECTION –II

**GENERAL CONDITIONS OF
CONTRACT (GCC)**

SECTION – II: - GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

- (i) **Bill of Quantities or Schedule of Quantities & Prices:** means the priced and completed bill of quantities forming part of the Contract.
- (ii) **Contract:** means the document forming the tender, acceptance thereof and the formal agreement executed between the SAPDC and the Contractor, together with documents referred to therein.
- (iii) **Contract Price:** means the amount arrived at by multiplying the quantities shown in the Bill of Quantities by the respective item rates as allowed and included in the Letter of Acceptance.
- (iv) **Contractor/Agency:** means the successful Bidder who is awarded contract to perform the work covered under these tender documents and shall be deemed to include the Contractor's successors, executors, representatives or assigns.
- (v) **Corporation or Employer:** means the SJVN Arun-3 Power Development Company (P) Ltd. (SAPDC), Tumlingtar, Nepal (A Subsidiary of SJVN, a joint venture of GoI & Govt. of H.P.) having Registered office at Kathmandu, Nepal, and includes therein legal representatives, successors and assigns.
- (vi) **Day:** means a calendar day beginning and ending at midnight.
- (vii) **Officer-in-Charge/ Engineer-in- Charge (OIC/EIC):** The Officer-in-Charge of this work nominated by the Employer or its duly authorized representative to direct, supervise and be in charge of the works for the purpose of this contract.
- (viii) **Letter of Award or Acceptance:** means a letter from the Employer/OIC conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- (ix) **Sub-Contractor:** means any person named in the Contract as a Sub-Contractor for a part of the Works or any person to whom a part of the Works has been subcontracted with the consent of the Employer and the legal successors in title to such person, but not any assignee of any such person.
- (x) **Urgent Works:** means any urgent measures, which in the opinion of the OIC, become necessary at the time of execution and/or during the progress of work to obviate any risk of accident or failure or to obviate any risk of damage to the structure, or for any other reason the OIC may deem expedient.

2.0 INTERPRETATIONS

- (i) Any error in description, quantity or price in Bill of Quantities/scope of work or any omission there from shall not vitiate the Contract or release the Contractor from execution of the whole or any part of the Works comprised therein according to Specifications or from any of his obligations under the Contract.
- (ii) In case of discrepancy between the Letter of acceptance issued by Employer, Special Conditions of Contract, General Conditions of Contract, and/or Bill of Quantities and other documents of Contract the following order of precedence shall prevail:
 - a) Agreement;
 - b) Letter of acceptance issued by Employer;
 - c) Corrigendum/Addendum if any;
 - d) Special Conditions of Contract;
 - e) General Conditions of Contract;
 - f) Detailed Scope of Work;
 - g) Priced Bill of Quantities;

- h) Contractor's Bid other than BOQ;
- i) Instructions to Bidders; and
- j) Any other document forming part of the Contract

3.0 SUFFICIENCY OF TENDER

The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices stated in the Bill of Quantities, all of which shall, except insofar as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and completion of the Works and the remedying of any defects therein.

4.0 SECURITY DEPOSIT

The Security Deposit shall comprise the following:

- (i) Performance Security Deposit to be furnished by the Contractor within 30 days of issue of Letter of Acceptance.
- (ii) Retention Money to be recovered from Interim bills of the Contractor.

Within 30 (thirty) days from the date of issue of the Letter of Acceptance, the successful bidder shall deposit to Employer a Performance Security of 5% (Five percent) of the Contract Price. The Performance Security Deposit shall be in the form of a demand draft /Manager's Cheque/ FDR / Banker Cheque/ Pay order/Bank Guarantee issued by a Class A bank situated in Nepal acceptable to SJVN Arun-3 Power Development Company Private Limited.

Alternatively, in case of non-submission of demand draft /Manager's Cheque/ FDR / Banker Cheque/ Pay order/Bank Guarantee towards Performance Security within the specified period, existing Bid Security / EMD already submitted to the employer shall be converted into Performance security and balance amount shall be deducted from initial payments due to the Contractor till the total amount of Performance security deposit becomes 5% of the Contract Value.

The performance security shall be enhanced in case of any extension and/ or increase in value of contract price. In case the extended/revised performance security is not received by the OIC within the specified period of one month, the Employer entirely at his discretion shall be at liberty to deduct the aforesaid performance security from running bills.

Retention money shall be deducted by the Officer-in-Charge from the interim bills of the Contractor @ 5% (Five percent) of the total value of each bill of the work done (subjected to maximum accumulation of one month bill) towards security deposit.

The Performance Security/Security Deposit/Retention Money amount will not earn any interest for whatsoever period detained by SAPDC.

The Performance Security & Retention money deposit shall be released after 45 days after successful completion of the entire Contract Period, including extension, if any, or payment of final bill, whichever is later.

In case of any complaint, the security deposits shall be discharged only after adjusting

all dues, liabilities etc. Including withdrawals of SSF of workers engaged during contract period or after submitting the individual SSF account details to be certified by Provident fund commissioner's office, etc., if any, as specified in the tender at appropriate places.

5.0 PRICES AND TAXES & DUTIES:

- 5.1** The rates are inclusive of all cost towards payment of wages, salaries, bonus (if payable), food, accommodation, transport, canteen facilities, other statutory privileges and facilities as per GoN Nepal, ensuring compliances to various labour and all industrial laws/acts for respective manpower(if any), contingency, service charge, all statutory taxes etc be considered inclusive in the 'Administrative Cost and Contractor's Profit' percentage quoted by the bidder., **but exclusive of VAT.**

The rates shall be firm during the entire period of contract and no escalation shall be payable, except the contractor is entitled for reimbursement towards the incremental changes in minimum wages from Statutory Authority/Bodies proportionate to the manpower deployment from the effective date of revision. Base date for price variation on account of revision in minimum wages shall be the last date for submission of bid.

- 5.2** Statutory variation in taxes and duties or levy of any new tax after deadline for submission of bid will be adjusted/reimbursed against production of documentary evidence.

6.0 CONTRACT PERIOD:

The Contract shall be valid for a period of 24 months from the date of commencement of the work. The Contractor shall take over and commence the work within 15 days from the date of issue of Letter of Award. If the Contractor commits default in the commencement of work within 15 days of issue of LOA, the SAPDC shall without prejudice to any other right or remedy be at liberty to cancel the Contract and forfeit the earnest money/ Performance Security.

The Contract period may be extended beyond 24 months on the same terms and conditions for a maximum period of another 6 months.

7.0 COMPENSATION:

Any negligence, work not completed as per the Scope of Work/Special Terms & Conditions/General Conditions of Contract; the compensation on account of above shall be recovered as per the clauses of this document.

If any urgent work (in respect whereof the decision of the OIC shall be final and binding) becomes necessary, the Contractor shall execute the same as may be directed.

8.0 TERMINATION:

If the work is found to be unsatisfactory during the execution of the contract or the contractor commits default in any of the terms and conditions of the contract, Employer reserves the rights to terminate the contract and can get the work done by another agency at the risk and cost of the contractor.

In case of failure of the Agency in fulfilling the contract, the Employer may at its discretion, terminate the contract either in part or full of the total services provided

by giving one month advance notice to the Agency assigning reasons thereof. On termination of the contract, it shall be the responsibility of the Agency to remove his men and materials within two days or date specified by Employer. Further, informed that Employer shall not indemnify any loss caused to the Agency by such terminations, whatsoever it may be.

9.0 INSPECTION:

All works under or in course of execution or executed in pursuance of the Contractor shall at all times be open to the inspection and supervision of the OIC or his authorized representatives.

10.0 CHANGES IN CONSTITUTION

In case of any change of constitution of the agency, the rights of SAPDC should not suffer.

11.0 OIC AND HIS DECISION:

All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the OIC, except as herein otherwise provided. All notices, instructions, information and other communications given by the Contractor to the Employer under the Contract shall be given to the OIC, except as herein otherwise provided. In respect of all matters, which are left to the decision of OIC including granting or with holding of certificates, the OIC shall, if required, give in writing a decision thereon and his reasons for such decision. Such decision shall be final and binding on the Contractor.

12.0 VARIATION

In the event of variation of scope of work with regards to services required being reduced or increased the minimum manpower requirement on part of SAPDC may decrease or increase in the event of which, the Agency shall provide additional manpower or remove excess manpower as the case may be. Payment under such conditions will be made on a pro-rata/actual basis.

13.0 PAYING AUTHORITY

Finance Deptt., SAPDC, Tumlingtar, Nepal shall be the paying authority.

14.0 CONTRACTOR'S RESPONSIBILITY

- 14.1 The refill of LPG Cylinders (limited to 5 cylinders per month) will be arranged by Employer, However the cost of refilling of cylinder more than 5 cylinders will be borne by the contractor.
- 14.2 Deployment of manpower, the contractor/Agency shall be responsible to engage sufficient manpower (**which comprise of cooks-02 and Helpers-02**) as may be required to be deployed on above works.
- 14.3 All personnel engaged under this contract by the Agency/Contractor shall be employees of Agency/Contractor. Employer shall not have any liability/responsibility to absorb the persons engaged by the Agency/Contractor and/or to extend any type of recommendations etc., for obtaining any job in SAPDC for elsewhere.

- 14.4 Catering and allied services for the office of SAPDC, Tumlingtar office including cooking/preparation and serving of food as per prescribed menu in the most hygienic condition and collection of payment as per the rates to be prescribed by Employer for meals availed by the inmates.
- 14.5 The service will include cleaning of utensils, over all cleaning and upkeep of dining hall, furniture and fittings therein, kitchen and kitchen equipment on a daily basis.
- 14.6 All the eatables materials, cleaning soap for utensils, cleaning clothes for tables/utensils etc., shall be providing by agency/contractor.
- 14.7 The agency/contractor shall keep the record inventory in appropriate rate format as defined by OIC.
- 14.8 The Service Providing Agency/Contractor will be responsible for proper maintenance and care of all furniture & fixtures, appliances, lying in Employer Canteen premises etc.
- 14.9 The agency/contractor shall arrange at his cost on cleaning cloths for kitchen/furniture/utensils, dish wash bar, vacuum cleaner and other facilities/modern gadgets for the execution of work.
- 14.10 The garbage should be disposed-off at the appropriate place earmarked by the Municipal Corporation or at any other suitable place so that environment may not be harmed and no extra payment for the same shall be made by Employer.
- 14.11 Material required for operation i.e. food/items as per menu shall be arranges by agency/contractor, Employer shall have not bear above cost.
- 14.12 The Agency shall be responsible to make arrangements for boarding & lodging of its entire staff on its own cost and expenditure. No payments/ reimbursements of any sort on this account will be made by Employer.
- 14.13 A complaint & suggestion register will be kept at the appropriate place in the canteen premises, which will be meant for suggestions lodging complaints and recoveries (if any) shall be made as per the complaints register/checking by Officer-in-Charge or his authorized representative.
- 14.14 The Agency/Contractor and his labour shall follow all safety rules while working, so as to avoid any accident which may cause loss of life or damage to Employer property. For this purpose, the agency/contractor shall give sufficient safety training and instructions to the cook/helper.
- 14.15 The Agency/Contractor shall make himself available for receiving instructions daily in the morning at 08:00 AM from Officer-in-Charge/representative of Officer-in-Charge. In the absence of Agency/Contractor, his representative will take instructions.
- 14.16 The Agency/Contractor shall ensure that staff deployed is not suffering from any contagious disease.
- 14.17 Articles, foodstuff, etc bought inside the SAPDC premises by the Agency/Contractor's employees or representative (s) shall be liable for security check, gate pass system or any other system in force time to time. This shall be monitored by OIC or his representative
- 14.18 The Agency/Contractor shall adhere and be responsible for payment of wages, salaries, bonus, social insurance, food, accommodation, transport, medical, uniform, canteen

facilities and other statutory privileges and facilities of Nepal cost on above shall be considered inclusive in the rates by the Agency/Contractor.

- 14.19 The Agency/Contractor shall be solely responsible for compliance to the provisions of labour laws(GoN), such as wages, allowances, compensations, SSF, Festival allowance, Medical and accidental insurance(if required) cover for each employees etc relating to personnel deployed by it at SAPDC Canteen or for any accident caused to them, Employer shall not be laible to bear any expense in this regard.
- 14.20 The increase in the minimum wage during currency of the contract, on account of increase that may be effective due to issuance of notification of Govt. Nepal shall be considered for reimbursement/adjustment as per actual against documentary evidence. The amount against 'Administrative and contractor profit' shall not be revised on revision of minimum wages.
- 14.21 All personnel engaged under this contract by the Agency/Contractor shall be employees of Agency/Contractor. Employer shall not have any liability/responsibility to absorb the persons engaged by the Agency/Contractor and/or to extend any type of recommendations etc., for obtaining any job in SAPDC for elsewhere.
- 14.22 The Agency/Contractor shall ensure that staff deployed are properly trained in various mentioned services, bear good conduct and are physically fit and healthy for the work. They should not be under the influence of any illegal drugs or liquor during duty and should have full knowledge and experience to complete the jobs assigned to them.

15.0 Penalty Clause

- 15.1 The payment to the contractual employees to be made on or before 7th of every English month, failing to which it will attract a penalty @ 0.25% per day on total amount of the bill raised by the agency, however in the event of payment not released by the contractor to manpower by 15th day of a month then payment can be released by Employer directly to the persons and shall be recovered from the contractor by imposing 1% penal interest.
- 15.2 The cost of damaged materials due to negligence/mishandling (was established by O/C) will be deducted from the monthly payments/any other sum/deposit which otherwise are due to be paid to agency/contractor.
- 15.3 Not supplying required quantum of manpower as stipulated on daily basis: Deduction will be made as of minimum wages plus 1% penalty per minimum wages multiplied by the number of persons short till the deployment of required manpower. Decision of OIC shall be final in the matter.
- 15.4 If any of the staff required being in uniform is found without proper uniform or uniform found poorly maintained, a penalty of NPR.500/- per occasion may be deducted from contractor's monthly bill.
- 15.5 Any complaint by SAPDC, if not attended within prescribed time may attract a penalty of NPR 500/- for each occasion to the Agency or as decided by SAPDC.
- 15.6 A complaint register will be maintained and kept at the reception table/area of the TC for lodging complaints and above-mentioned recoveries shall be made as per the complaints register/checking by Officer-in-Charge or his authorized representative.

16. SAFETY:

- 16.1 The Agency/Contractor shall be responsible for the compliance of all statutory regulations regarding safety in respect of all his workmen.
- 16.2 It shall be the Agency/Contractor's responsibility to take protective measures to protect the property and persons and prevent accidents during the contract period. It shall be indemnify SAPDC against all claims of damage or injury to any person or persons or property resulting from and in the course of this contract. The Agency/Contractor shall keep the SAPDC indemnified against all the claims and liabilities.

17. INSURANCE

The Contractor shall take the Workmen Compensation insurance policy and appropriate Mediclaim policy etc. (if required by the law or otherwise). All costs on account of insurance liabilities covered under the Contract will be on Contractor's account and will be included in Contract Price.

18. REMOVAL OF CONTRACTOR'S MEN

The Contractor shall employ on the execution of the Works only such persons as are skilled and experienced in their respective trades and the OIC shall be at liberty to object to and require the contractor to remove from the works any persons employed by the Contractor on the execution of the works who, in the opinion of the Engineer-in-Charge, misconducts himself or is incompetent or negligent in the proper performance of his duties. The contractor shall forth-with comply with such requisition and such person shall not be again employed upon the works without permission of the OIC. Any person so removed shall be replaced immediately.

19. EMPLOYER RESPONSIBILITIES

- 19.1 For catering services all the running cost i.e. re-filling of LPG (limited to 5 cylinders per month)/Fuel, expenditure on electricity Charge & Water Charge will be borne by Employer.
- 19.2 Employer will provide sufficient LPG (limited to 5 cylinders per month) connections (Including LPG stove of different sizes), Cooking Utensils, crockery, etc. will be borne by Employer.
- Employer will provide premises, Kitchen utensils, All appliances (Refrigerator, cylinders (5), Deep freezer, Crockery, etc.) and any other items/appliances except for the consumables, for operation of canteen.

20. COMPLETION CERTIFICATE:

- 20.1 The work shall be completed to the entire satisfaction of the OIC and in accordance with the time mentioned in this document. As soon as the Works under the Contract is completed as a whole, the Contractor shall give notice of such completion to the OIC. The OIC, within two week of receipt of such notice, shall inspect the work and shall satisfy himself that the Work(s) has been completed in accordance with the provisions of the Contract and then issue to the Contractor a certificate of completion indicating the date of completion. Should the OIC notice that there are defects in the Works or

the Works are not considered to be complete, he shall issue a notice in writing to the Contractor to rectify/replace the defective work or any part thereof or complete the work, as the case may be, within such time as may be notified and after the Contractor has complied with as aforesaid and gives notice of completion, the OIC shall inspect the work and issue the completion certificate in the same manner as aforesaid.

20.2 No certificate of completion shall be issued as stipulated under **Clause 20.1** above nor Work be considered to be completed unless the Contractor shall have removed from the work site and/or premises all his belongings/temporary arrangements brought/made by him for the purpose of execution of the work and clean the site and/or premises in all respects and made the whole of the site and or premises fit for immediate occupation/use to the satisfaction of the OIC. If the Contractor fails to comply with the above mentioned requirements on or before the date of completion of the Work, the Engineer-in-Charge, may, as he thinks fit and at the risk and cost of the Contractor, fulfill such requirements and remove/dispose off the Contractor's belongings/temporary arrangements, as aforesaid, and the Contractor shall have no claim in this respect except for any sum realized by the sale of Contractor's belongings/temporary arrangements less the cost of fulfilling the said requirements and any other amount that may be due from the Contractor. Should the expenditure on the aforesaid account exceed the amount realized by sale of such Contractor's belongings/temporary arrangements than the Contractor shall on demand, pay the amount of such excess expenditure.

21. Terms of Payment

- 21.1 The payment of bills shall be made on actual basis for the services performed as specified in BOQ/ Scope of Work.
- 21.2 The proportionate recovery from the BOQ item rates shall be made for the period i.e. month/day/part of day for which service has not been provided in terms of BOQ/ scope of works/Contract Agreement.
- 21.3 The payment to the contractual employees be made on or before 7th of every month, failing to which it will attract a penalty @ 0.25% per day on total amount of the bill raised by the agency, However in the event of payment not released by the contractor to manpower by 15th day of a month then payment can be released by Employer directly to the persons and shall be recovered from the contractor by imposing 1% penal interest.
- 21.4 The bill must be accompanied with the copies of all the payments made to its employee as deployed and statutory compliances along with checklist for jobs performed and services provided, obtained after due certification by Officer-in-Charge or his authorized representatives.
- 21.5 The payment will be released to the contractor on certification of his bills by Officer-in-Charge or his authorized representative on monthly basis within 15 days of submission of bill after effecting statutory deductions through electronic mode.
- 21.6 VAT, TDS, Income Tax and other taxes will be paid/ deposited/ deducted as per provisions of applicable laws.
- 21.7 Payment by the agency to its workman should be made through bank payments only preferably through electronic mode of transfer.
- 21.8 Monthly Running Account / Interim bills along with documentary evidence of SSF, VAT paid etc. as applicable in respect of previous bill shall be submitted by the

Contractor monthly on or before the date fixed by the OIC for the work executed. The OIC shall then verify the bills with reference to the measurements recorded in the measurement book(s).

- 21.9 Payment on account for amount admissible shall be made on the OIC certifying the sum to which the contractor is considered entitled by way of interim payment for the work executed, after deducting there from the amounts already paid if any, the security deposit and such other amounts as may be withheld/deductible or recoverable in terms of the Contract.
- 21.10 Payment of the Contractor's bills shall be made by the Employer within 15 days from the date of submission of the bill subject to the acceptance of the OIC.
- 21.11 Any interim bills given relating to work done or materials delivered, may be modified or corrected by any subsequent interim bills or by the final bill. No certificate(s) of the OIC supporting an interim payment shall itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the Contract.
- 21.12 In case of disputed items for which payment has been withheld, the Engineer-in charge will intimate to the Contractor in writing the details of such disputed items. The Contractor shall submit in writing the clarifications / modifications in regard to these disputed items to the Engineer-in-charge. After receipt of such clarifications / modifications and acceptance thereof by the OIC payment on receipt of such disputed items shall be released within 30 days thereafter.

22. PAYMENT OF FINAL BILL:

The final bill shall be submitted by the Contractor within one month of the date fixed for completion of the Work or of the date the Certificate of Completion furnished by the OIC whichever is later. No further claim in this regard unless as specified herein under shall be entertained. Payment shall be made within 3 months, of the submission of Final bill. If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of three months. The Contractor shall submit a list of the disputed items within thirty days from the disallowance thereof and if he fails to do so, his claim shall be deemed to have been fully waived and absolutely extinguished. Provided further the Employer shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract or execution of the Works, unless the Contractor shall have included a claim in respect thereof in his Final Bill.

23. SETTLEMENT OF DISPUTE:

- 23.1 A notice of the existence of any dispute or difference in connection with this Contract, shall be served by either party within 30 days from the date of existence of such dispute or difference or after the attempt by the parties to the Contract for amicable settlement as per clause 30.2 has failed, whichever is later, failing which all rights and claims under this Contract shall be deemed to have been forfeited and absolutely barred.
- 23.2 No dispute or difference arising between the parties relating to or in connection with the Contract shall be referred to arbitration unless an attempt has first been made to settle the same amicably.

24. ARBITRATION:

In case of any dispute arising in out of above conditions, the matter will be initially referred to the sole arbitration by appropriate authority of Distt. Sankhuwasabha SAPDC Limited. However, if dispute still remains unresolved then the dispute will be resolved as per applicable dispute resolving mechanism, legislation applicable in Nepal. For un-resolved disputes, the Courts of Chainpur, Sankhuwasabha shall have the jurisdiction to adjudicate upon the matter.

25. LAW GOVERNING CONTRACT

Unless otherwise hereinafter provided, this Contract shall be construed, interpreted and governed by laws of Nepal. The laws applicable to the Contract shall be the laws in force in Nepal. Courts of Chainpur (Nepal) shall have exclusive Jurisdiction for adjudication upon the dispute arising out of the contract between the parties

SECTION –III

SPECIAL CONDITIONS OF THE CONTRACT (SCC)

SPECIAL CONDITIONS OF THE CONTRACT (SCC)

1. The Agency shall not assign or sub-contract any of the services under the contract. In case of violation/contravention of any of the terms and conditions mentioned herein, SAPDC reserves the right to terminate the agreement forthwith without giving any notice to the Agency and without prejudice to its right to recover damages and other charges/cost to SAPDC from amount payable to it or otherwise.
2. Employer has right to inspections for canteen/food any time without informing the agency/contractor.
3. Payment of wages of Cook/Helper etc shall be made by 7th of each month and for this Agency/ Contractor shall have sufficient funds to pay the wages even if the bill(s) have not been paid.
4. The Agency/ Contractor shall ensure the canteen must be hygienic & will have to care of Employee's health.
5. The Agency/ Contractor shall be responsible for all risks, liabilities and obligations arising out of this contract under any provision of law in force from time to time.

SECTION IV

CONTRACT FORMS

- 1. FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT AND INSTRUCTIONS TO BE FOLLOWED FOR EXECUTION OF ALL KIND OF BANK GUARANTEES**
- 2. FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT**
- 3. PERFORMA FOR AGREEMENT**

1. FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

WHEREAS _____ (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated _____ (date) for " Providing canteen services at SAPDC office complex, Tumlingtar for 2 years."

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(SAPDC), during the period of bid validity.
 - a. fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - b. fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders, or
 - c. does not accept the correction of the Bid Price pursuant to **Clause-24.0 of NIT & ITB.**
 - d. 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 three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 120 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)

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

1. Bank Guarantee should be executed on papers of requisite value in accordance with the Stamp Act as applicable in Nepal.
2. The executing officers of the Bank Guarantee shall clearly indicate in (Block Letters), his name, designation, Power of Attorney No./Signing Power No. etc.
3. Each page of the Bank Guarantee shall be duly signed / initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para2) under the seal of the Bank.
4. The original Bank Guarantee should be sent by the Bank to SJVN Arun-3 Power Development Company Private limited directly under Regd. Post (A.D.). However, in exceptional cases, where the original BG is handed over to the bidder by the issuing bank/branch, the bidder shall ensure that an un-stamped duplicate copy of the BG has been sent immediately by the issuing bank/branch under Regd. Post (A.D.) directly to SJVN Arun-3 Power Development Company Private limited with a covering letter to compare with original BGs and confirm that it is in order.

2. FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT

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. and date)20.... with you for the
work of " Providing canteen services at SAPDC office complex , Tumlingtar for 2 years".

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 45 days beyond the completion 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:.....]

PROFORMA FOR AGREEMENT

This agreement made this _____ day of _____
Between _____ (name and address of Employer) (hereinafter
called “SJVN Arun-3 Power Development Company”) and
_____ (name and address
of Contractor) (hereinafter called “the Contractor” of the other party).

Whereas the SJVN Arun-3 Power Development Company is desirous that the Contractor
executes _____
(name and identification number of Contract) (hereinafter called ‘the Works’) and the SJVN
Arun-3 Power Development Company has accepted the Bid by the Contractor for the
execution and completion of such Works. at a contract price of NPRs. _____

NOW THIS AGREEMENT WITNESSETH as follow:

1. In this Agreement, words and expression shall assume the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. In consideration of the payments to be made by the SJVN Arun-3 Power Development Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the SAPDC to execute and complete the Work in all aspects, with the provisions of the Contract.
3. The SJVN Arun-3 Power Development Company hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and remedy the defects wherein the contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, Viz:
 - a) Agreement;
 - b) Letter of acceptance issued by Employer;
 - c) Corrigendum/Addendum if any;
 - d) Special Conditions of Contract;
 - e) General Conditions of Contract;
 - f) Detailed Scope of Work;
 - g) Priced Bill of Quantities;
 - h) Contractor’s Bid other than BOQ;
 - i) Instructions to Bidders; and
 - j) Any other document forming part of the Contract

For and on behalf of the Contractor

For and on behalf of SAPDC

i) Name: _____
(Authorized Signatory)

Name: _____

ii) Name : _____

Designation:

In the presence of:

In the presence of :

Name _____

Name _____

Add. _____

Add. _____

In witness whereof the parties have caused this Agreement to be executed the day and year first before written.

Signed and Delivered

Note: This Proforma is included in the Bidding Documents only for the information of the Bidders. Only the successful bidder, shall, in due course, be required to fill this Proforma.

SECTION V
Price Schedule/Bill of Quantities (BOQ)

Price Schedule/Bill of Quantities (BOQ)

Name of Work: Providing canteen services at SAPDC office complex , Tumlingtar for 2 years. (PCD-224)

S. No.	Description	Un-Skilled (Cook Helper)	Semi-Skilled (Cook)
1.	Notional Manpower	2	2
2.	Basic Pay plus	9385	10446
3.	Dearness Allowance	5615	5615
4.	SSF @20%	1877	2089
5.	Festival allowance @ 8.33% of Basic pay	782	870
6.	Hard Area Allowance Fixed	2500	2500
7.	Uniform Allowance Fixed	800	800
8.	Total 01 month	20959	22320
9.	Total for one month as per quantity of notional manpower at Sr. No. 1	41918	44640
10.	Grand Total for one (01) month of Sr. No. 9(For 2 Nos. Cook- Helper+ 2 Nos. Cook)	86,558/-	
11.	Grand Total for 24 months (For 2 Nos. Cook- Helper+ 2 Nos. Cook)	20,77,392/-	
Administrative and contractor profit @ % of Sr. No. 11			
		% Percentage in Figure	% Percentage in word
12.	Administrative and contractor profit @ ----- % of Sr. No. 11		

Note:-

- i. The Agency/bidders/Contractor shall adhere and be responsible for payment of wages, salaries, allowance(as above in BOQ), bonus(if payable) AND food, accommodation, transport, facilities and other statutory privileges and facilities of Nepal, other statutory privileges and facilities as per GoN Nepal, ensuring compliances to various labour and all industrial laws/acts for respective manpower cost on above shall be considered inclusive in the rates quoted by the bidder.
- ii. Bidders have also advise to considering all the expenses regarding his staff, menu and rates of items as per Annexure-I while quoting the rates against items of BOQ.
- iii. All the above mentioned figures are in NPRs.
- iv. VAT shall be paid extra by SAPDC as per actual on production of documentary evidence..
- v. Percentage shall be quoted in decimal (Up-to four(04) decimal only, which shall be considered for evaluation).
- vi. In case bidder quotes negative rate/percentage, the bid will be treated as Non-responsive and such bid will not be evaluated.

Date:-

Place: -

Bidders Name and Signature along with seal

FORM OF DECLARATION

M/s-----(name of Bidder/Supplier) having its registered office at ----- (hereinafter referred to as `the Bidder) having carefully studied all Terms and conditions of tender document, scope of work, BOQ etc. and all corrigendum(if any) pertaining to the “Providing canteen services at SAPDC office complex , Tumlingtar for 2 years. (PCD-224)”_ 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 NIT have been read and there is no deviation from the terms and conditions of the NIT including Corrigendum/Addendum (if any).

Date:

For and on behalf of the bidder /Supplier

.....

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

BANK ACCOUNT DETAILS

Sr. No.	Particulars	#To be filled by bidder(s)
1.	Name of Bidder as per Bank record	
2.	Bank account number	
3.	Bank name	
4.	Branch address	

#Copy of cancelled cheque may also be attached

For and on behalf of the bidder /Supplier

.....

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

INTEGRITY PACT-PRE-CONTRACT

Between

SJVN Arun-3 Power Development Company (P) Ltd. (SAPDC), a company incorporated under the Companies Act 2063 and having its registered office at Lokanthali, Kathmandu, Nepal, hereinafter referred to as "The Employer" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the **First Part**.

And

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

WHEREAS the Employer proposes to procure under laid down organizational procedures, contract for "Providing canteen services at SAPDC office complex , Tumlingtar for 2 years." and the Bidder/Contractor is willing to offer against Tender No. SAPDC/CE(P&C)/Arun-3HEP/PCD-224/2022-459 dated 12.06.2022.

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 including statutory requirements like minimum wages, ESIC and EPF/Social Security Fund.

3.0 Previous Transgression

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

4.0 Earnest Money (Security Deposit)

The provision regarding Earnest Money/Security Deposit as detailed in the Notice Inviting Tender (NIT) and Instruction to Bidders (ITB) section of the Bid 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 GFR, 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 may take further action as per the terms and conditions of Contract. Expenses on dispute resolution shall be equally shared by both the parties.

7.0 Facilitation of Investigation

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

8.0 Law and Place of Jurisdiction



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

9.0 Other Legal Actions

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

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

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

10.0 Validity

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

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

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

Employer



Name of the Officer: **Rakesh Singh**

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

Place S.A.P.D.C, Tumlingtar

Date-----

Witness1. _____

(Name and address)

2. _____

(Name and address)

Bidder

(Authorised Person)

(Name of the Person)

Designation

Place-----

Date-----

Witness1. _____

(Name and address)

2. _____

(Name and address)

GUIDELINES ON BANNING OF BUSINESS DEALINGS

1.0 Introduction

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

2.0 Scope

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

3.0 Definitions

In these Guidelines, unless the context otherwise requires:

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

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

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

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

4.0 Initiation of Banning / Suspension

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

5.0 Suspension of Business Dealings.

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



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

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

6.1 If the security consideration, including questions of loyalty of the Agency to Employer so warrants;

6.2 If the director /owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last three years.

6.3 If business dealings with the Agency have been banned by the Department of Power, Government of India and/or relevant Ministry/Govt. Deptt. of Nepal.

6.4 If the Agency has resorted to corrupt, fraudulent practices including misrepresentation of facts;

6.5 If the Agency uses intimidation / threatening or brings undue outside pressure on Employer or its official for acceptance / performances of the job under the contract;

6.6 If the Agency misuses the premises or facilities of Employer, forcefully occupies or damages Employer's properties including land, water resources, forests / trees or tampers with documents/records etc. (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7.0 Banning of Business Dealings

7.1 A decision to ban business dealings with any Agency shall apply throughout SJVN including its subsidiaries/JVs.

7.2 There will be an Investigating Committee consisting of officers not below the rank of AGM/DGM from Indenting Division, Finance, Law and Contracts. Member from department responsible for invitation of bids shall be the convener of the committee. The functions of the committee shall, inter-alia include:

- i) To study the report of the unit/division responsible for invitation of bids and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.
- ii) To recommend for issue of show-cause notice to the Agency by the concerned unit/division as per clause 9.1.
- iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- iv) To submit final recommendations to the Competent Authority for banning or otherwise.

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



- 8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.
- 8.2 The effect of such an order would be that the Agency would not be qualified for competing in Open Tender Enquiries or Limited Tender Enquiries till the period mentioned in the order.
- 8.3 Past performance of the Agency may be taken into account while processing approval of the Competent Authority for award of the contract.
- 9.0 Show-cause Notice**
- 9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency, Statement containing the imputation of misconduct or misbehavior 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:
- For exonerating the Agency if the charges are not established;
 - For removing the Agency from the list of approved Suppliers / Contractors, etc.
 - 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**
- The concerned unit shall forward the name and details of the Agency(ies) banned to IT&SE Division of SJVN's Corporate Office for displaying the same on SJVN website.
 - Corporate Contracts Department, SJVN 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.



FORM OF DECLARATION OF ELIGIBILITY

UNDERTAKING

We,

M/s

_____ {Name and
address of bidder} 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 Contractor)