

एसजेवीएन अरूण-3 पाँवर डवलपमेंट कंपनी प्रा. लि.  
**SJVN Arun-3 Power Development Company Pvt. Ltd.**

(एसजेवीएन की पूर्ण स्वामित्व वाली अधीनस्थ कंपनी)

(A wholly owned subsidiary of SJVN)

900 मेगावाट अरूण-3 जलविद्युत परियोजना  
**900 MW Arun-3 Hydro Power Project**

Regd. No.: 111808/69/070



Ref. No.: SAPDC/P&C/Arun-3 HEP/PPR-179/2024- 232

Date: 07.05.2024

**Notice Inviting Tender (NIT) & Information to Bidders (ITB)**

1. SJVN Arun-3 Power Development Company (P) Ltd. (SAPDC) (A Subsidiary of SJVN, a joint venture of GoI & Govt. of H.P.) having Registered office at Arun Sadan, SAPDC Complex, Ward No. 9, Tumlingtar, Khandbari Municipality, Sankhuwasabha, Nepal, invites sealed bids in single stage two envelope bid system on combination of percentage & item rate basis from the eligible Bidders from Nepal for the following work:

1.	<b>Name of Work:</b>	Annual lawn maintenance, flower beds etc. of office and residential complex of SAPDC, Arun-3 at Tumlingtar, for a period of two years.
1.1	<b>Tender No.</b>	PPR-179/2024
1.2	<b>Time Allowed for Completion of whole of the works/Contract Period</b>	Total time for completion of work/contract period is Two (02) Year to be reckoned from the 15 <sup>th</sup> day of issuance of Letter of Acceptance.
1.3	<b>Estimated Cost</b>	<b>NPR 88,14,619/- (Inclusive of CP &amp; OH and VAT)</b>
1.4	<b>Cost of Bidding Document (Non-refundable).</b>	<b>NPR 3,000*/-</b> in the form of Bank Draft/Manager's cheque payable at Khandbari, Nepal in favor of "SAPDC-NPR CONSTRUCTION ACCOUNT"  Alternatively, payment against Cost of Tender Document may be made directly in the bank account of SAPDC as mentioned below: - <b>Bank Account Details:</b> Name of Bank: Everest Bank Limited, Nepal Name of beneficiary: "SAPDC-NPR CONSTRUCTION ACCOUNT" Account No. 00800105200477  <b>*Bidder/Agency/Firm/Consultant are advised and shall be responsible to ensure the receipt of net payable</b>

		<b>amount NPR 3,000/- (i.e. excluding bank transfer charges etc.) in the above-mentioned account, before last date &amp; time of submission of bid.</b>
<b>1.5</b>	<i>Deleted without change in Sr. No.</i>	<i>Deleted without change in Sr. No.</i>
<b>1.6</b>	<b>Earnest Money Deposit</b>	<b>NPR 1,76,300/-</b> to be submitted as per clause no. 14, Section-II, ITB).
<b>1.7</b>	<b>Last date &amp; time for submission of Bid(s).</b>	<b>28.05.2024 Time: 1500 Hours.</b>
<b>1.8</b>	<b>Time and Date for opening Technical Bid(s).</b>	<b>29.05.2024 Time: 1600 Hours.</b>
<b>1.9</b>	<b>Time and Date of opening Financial Bid(s).</b>	To be intimated separately on following websites only: <a href="https://sjvn.nic.in/tender-notice/97">https://sjvn.nic.in/tender-notice/97</a> and <a href="https://sapdc.com.np/page/tender.html">https://sapdc.com.np/page/tender.html</a> . The bidder may keep on watching the same at NIT web page).
<b>1.10</b>	<b>Bid validity period</b>	The bids shall remain valid for acceptance for a period of 180 days from the date of opening of Techno-Commercial Bids.
<b>1.11</b>	<b>Place of submission/opening bid/Bids</b>	<b>(Parminder Kumar) Chief Engineer (P&amp;C), SAPDC, Arun-3 HEP, Satluj Bhawan, Arun Sadan, Tumlingtar, Distt. Sankhuwasabha, Nepal Ph. +977-29-575154 E-mail Address: <a href="mailto:pnc.sapdc@sjvn.nic.in">pnc.sapdc@sjvn.nic.in</a></b>
<b>1.12</b>	<b>Authority/Officer inviting Tender</b>	

## 2. Eligibility

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

- (a) Average Annual turnover during the last three Financial years, ending 15<sup>th</sup> July, 2023 should be at least i.e. **NPR 26,44,400/-**.

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.

- (b) Experience of Successfully Completion/substantial completion of Similar Works during last seven years (the end date of completion of work should fall within the preceding 7 years) ending last day of month previous to the one in which bids are invited as Contractor/ sub-contractor/ JV Member, at least amount either of following:-

One Similar Work costing not less than **NPR 70,51,700/- Including VAT.**

**Or**

Two Similar Works each of costing not less than **NPR 44,07,300/- Including VAT.**

**Or**

Three Similar Work each of costing not less than **NPR 35,25,850/- Including VAT.**

**Similar Work means “Deployment/Providing of manpower”.**

**‘Substantial Completion’ here would mean completion of minimum 80% of awarded amount. In case work has been executed as JV, value of the work executed shall be considered in proportionate to percentage participation in JV.**

Further, bidder who has completed/ Substantial Completed Similar Work which is part of awarded package is also eligible to bid subject to meeting other criterion mentioned here-in-above.

In support of above experience condition, the bidder shall submit copies of award letter/contract agreement along with successful completion certificate from the agency/firm for which work was executed. The bid shall be treated as non-responsive in case bidder fails to provide supporting document in respect of turnover and experience as detailed above.

- 2.2 The above stated requirements are minimum and the Employer reserves the right to request for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of the Employer, the qualification data is incomplete or the Bidder if found not qualified to satisfactorily perform the Works.
- 2.3 Notwithstanding anything stated above, the Employer reserves the right to assess Bidder’s capability and capacity to perform the works, should the circumstances warrant such an assessment in the overall interest of the Employer.
- 2.4 Bidder as Joint Venture/ Consortium are not eligible for Bidding.

### **3. Time for completion/Contract period**

Total time for completion of work /contract period is Two (02) Year to be reckoned from the 15<sup>th</sup> day of issuance of Letter of Acceptance.

The Contract period may be extended beyond Two (02)Year on the same terms and conditions for a maximum period of another 6 months subject to satisfactory performance certification by EIC.

4. Interested Bidders may download the Tender documents from [www.sjvn.nic.in](http://www.sjvn.nic.in) or [www.sapdc.com.np](http://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. Site Visit**

- 6.1 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself, on his own responsibility, all information that may be necessary for preparing the bid.

- 7.0 The bidder is expected to examine carefully all instructions, terms and conditions, Performa 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 15 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, Nepal. +977-29-575154.

## **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](http://www.sjvn.nic.in) & [www.sapdc.com.np.in](http://www.sapdc.com.np.in), 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 purchased 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/quote rates & prices, inclusive of all cost towards providing wages (Basic pay) along with allowances (Dearness allowance(DA), Dearness Allowance, Social Security Fund(SSF) {(i.e Provident fund(PF), Gratuity & Medical Insurance}, Insurance, Uniform allowance (Fixed NPR 904/-), Project/Hard/remote area allowance(@NPR 2825/- Per month), ensuring compliances to various labour and all industrial laws/acts for respective manpower, contingency, overhead, profit, all statutory taxes etc. Including VAT. SAPDC shall not bear anything extra on this account.

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. The amount against 'Overhead and contractor profit' shall not be revised on revision of minimum wages.

11.3 The rates and amounts shall be quoted in decimal in such a manner that no interpolation is possible. The rates and amounts shall be written both in words and figures. In case of ambiguities in between the rate in figures and the rate in words, the rate quoted in words shall prevail and the amount shall be corrected accordingly. The SAPDC reserves the right to adjust arithmetical or other errors in any tender/quotation in the way which it considers suitable. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting. Corrections by applying correcting fluid shall not be permitted.

- 11.4 The bidder shall fill in unit rates and prices for all items of Works described in the Bill of Quantities/Priced Schedule. In case bidder quotes zero or negative rate against any item of Bill of Quantities/Priced Schedule, 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, VAT & any other Taxes as applicable in Nepal, SAPDC shall not bear any Tax liability 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.

## **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 180 days (one hundred eighty days) from the date of opening of Techno-Commercial 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) in the name of **SAPDC-NPR CONSTRUCTION ACCOUNT** payable at Khandbari, Nepal.

Or

FDR ((in original) (duly pledged in favor of SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC))).

Or

Bank Guarantee (in original) in favor of SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC) Acceptable to SAPDC for an amount as mentioned at para 1.6 herein-above.

Or,

Alternatively, payment against Bid Security/EMD may also be made directly in the following bank account of SJVN Arun-3 Power Development Company Pvt. Ltd. However, proof of same shall be submitted by the Firm/agency with the Proposal in Part-I:

Bidder shall be responsible to ensure the receipt of net amount (excluding bank transfer charges) in the account before last date of submission of bid. Further, the bidder shall submit the copy of receipt in Envelope/Cover (Part -I) of the bid.

### **NPR Account Details:**

**Name of Bank: Everest Bank Limited, Nepal**

**Name of beneficiary: "SAPDC- NPR CONSTRUCTION ACCOUNT"**

**Acc. No. 00800105200477**

**Swift Code: EVBLNPKA**

Bidder shall be responsible to ensure the receipt of net amount (excluding bank transfer charges) in the account before last date of submission of bid. Further, the bidder shall submit the copy of receipt in Envelope/Cover (Part -I) of the bid.

- (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 28 days after submission of performance security and signing of contract agreement.
- (iv) The Earnest Money of unsuccessful bidders will be returned within 28 days of the award of work to the successful bidder.
- v) The Bank Guarantee against Earnest Money shall remain valid for 30 days beyond the period of validity of bid i.e. total **210 days** from the last date of submission of bids.
- (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. 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:**

- 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. 1.4).
- iii. Comprising Techno-commercial bid (excluding price bid). The following documents duly signed shall be submitted in this part of the bid:
  - a) Duly filled in and signed by authorized signatory Tender Form, Form of Declaration, Undertaking regarding Blacklisting
  - b) Qualification requirements Form -**Work Experience**;
- iv. Photo copy of VAT/PAN Number/Registration certificate (in case of firm/company bidder shall submit the certificate of incorporation along with Article of Association (AOA) & Memorandum of Association (MOA));
- v. Proof of Registration Certificate for Deployment/Supply/Providing of Manpower;
- vi. Power of Attorney in favour of Authorized Signatory;
- vii. Bank Account Detail;
- viii. Integrity Pact (Schedule-F).

**Part – II (Envelope-II)**

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

Bidder shall also quote the rate against each category of additional manpower at Annexure-II on day work basis which is submitted along with Price schedule/BOQ.

- 17.2 A rate or price shall be entered against each item in the priced Bill of Quantities (Price Schedule), whether quantities are stated or not. The cost of items against which the

- Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities (Price Schedule).
- 17.3 In the “Techno-Commercial” part of the bid the bidder shall not give any indication about the bid price in any manner whatsoever. Non-compliance of this provision may result in the rejection of bid.
- 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 Techno Commercial Bid- Original”, 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 date & time of opening of bid as specified under Sr.No. 1.9 of NIT&ITB)
- 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.**

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 1.12 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 (if downloaded from websites) and the document as per 17.1 of ITB shall be opened. The bids whose bid security/ cost of tender document (if downloaded from websites) is either deficient in value and/ or form, will be rejected out rightly & will not be evaluated further.

21.3 The “Price Bid” (Part-II of the bid) shall be opened at a subsequent date for which a separate intimation will be sent. It will be discretion of the SAPDC to invite all the bidders to be present at the time of opening of price bids or only those bidders whose bids are ascertained to be techno-commercially responsive. 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) meets the eligibility and qualification requirements set out under Para 2.0 hereof ;
- ii) has been properly signed by an authorized Signatory holding notarized Power of Attorney in his favour.
- iii) is accompanied by the required securities, and
- iv) is substantially responsive to the requirements of the bidding documents.

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 in figures and in words, the unit rate in words will govern; and



- ii) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted in words will govern.
- iii) In case error due to wrong extension of quantities, the quantities as specified in the Bid documents will be considered and multiplied by the unit rates quoted in words to obtain the amount.
- iv) The SAPDC does not bind themselves to accept the lowest or any tender or to give any reason for their decision. If overall quoted amount of any bidder will be lesser than the total amount based on applicable minimum wages (i.e. as prevalent on last date for submission of bid) for the quantity mentioned in BOQ of tender document then such bid shall be out-rightly rejected.
- v) Quoted rate/amount by the bidder(s) at Annexure-II shall not be considered for evaluation of price bid. Which shall only be meant for payment of additional manpower deployed (if any, during the contract period).

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 bid price pursuant to Para-24.0 hereof.

Contract price/awarded amount shall be against BOQ items only. The awarded rates against Annexure-II shall only applicable/use for the payment of additional manpower if engaged by SAPDC.

### **26.0 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 from issuance of 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, 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 **SJVN Arun-3 Power Development Company**, towards contract performance security within 30 days from the issue of letter of award in one of the form as detailed below:-

Bank Draft (in original) /Manager Cheque (in original) in the name of SAPDC-NPR CONSTRUCTION ACCOUN payable at Khandbari, Nepal.

Or

FDR ((in original) (duly pledged in favour of SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC))).

Or

An irrevocable valid and fully enforceable Bank Guarantee (in original) from a Commercial (Class A) bank of Nepal in favour of SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC) acceptable to SAPDC. The said Bank Guarantee should be as per the format provided in tender document, which shall be valid till 45 (fourty-five) days beyond contract completion period.

- 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 45 days beyond 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 without any interest and “Satisfactory Performance Certificate” issued by E.I.C. (Engineer –in- Charge).

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

Name	Designation	Contact No's.	Address
Parminder Kumar	CE(P&C)	+977-29-575154	Arun Sadan, SAPDC, Office Complex, Tumlingtar, Distt. Sankhuwasabha, Nepal.

### 31.0 Corrupt or Fraudulent Practices

The Employer requires the bidders/Contractors under this contract observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer:

- (a) defines, for the purpose of these provisions, the terms set forth below as follows:
- (i) “corrupt practice” means the offering, giving, receiving or soliciting anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to be detriment of the Employer, and

includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

- (b) will reject a Bid for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (c) will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

### 32. Integrity Pact:

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

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

Entering into Integrity Pact as per 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:

<b>Sl. No.</b>	<b>Name of IEMs</b>	<b>Address of IEMs</b>
1.	<b>Sh. Manoj Pant, IFoS (Retd.)</b>	House no. 70, Usha Colony, Sahastradhara Road, Dehradun-248013, Uttarakhand Email: mpant2007@gmail.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 AgreementThe 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).

## **FORMS**

# TENDER FORM

**To**

**Chief Engineer (P&C),  
Arun Sadan,  
SAPDC Office Complex, Tumlingtar.**

1. We have read and examined the following Bidding Documents relating to “Annual lawn maintenance, flower beds etc. of office and residential complex of SAPDC, Arun-3 at Tumlingtar, for a period of two years.”.

- i. Notice Inviting Tender (NIT) & Information to Bidders (ITB)
- ii. Forms (Tender form, Form of declaration, Undertaking Regarding Blacklisting, Qualification Information)
- iii. General Conditions of Contract (GCC)
- iv. Detailed Scope of work
- iv. Special Conditions of Contract (SCC)
- v. Bill of Quantities (BOQ)

2. We hereby tender for execution of the work referred to in the documents mentioned in paragraph one above upon the terms and conditions contained or referred to in the aforesaid documents and in accordance in all respects as per scope of work and other details given herein and at the rates contained in BOQ and within the period(s) of completion and subject to such terms and conditions as stipulated in the enclosed Bidding Documents.

3. We agree to keep this tender open for acceptance for 180 days from opening of Techno-Commercial and also agree not to make any modifications in its terms and conditions on our own accord.

4. Earnest Money Deposit of requisite amount as specified in bidding document is hereby enclosed in the form of a Bank Draft/Manager Cheque/FDR (duly pledged in favour of SAPDC)/Bank Guarantee in favor of SJVN Arun-3 Power Development Company Pvt. Ltd. payable at Khandbari acceptable to SJVN Arun-3 Power Development Company Private Limited. We agree that if we fail to keep the validity of tender open, as aforesaid, or make any modification in the terms and conditions of our tender on our own accord and/or fail to commence the execution of the works as provided in the documents referred to in paragraph-1 above, after the acceptance of our tender, we shall become liable for forfeiture of our earnest money, as aforesaid, and the Employer shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.

Should this tender be accepted, we agree to abide by and fulfil all the terms and conditions and provisions of the above mentioned Bidding Documents.

We certify that the Tender submitted by us is strictly in accordance with the terms, conditions etc. as contained in your Bidding Documents, referred to in paragraph-1 above, and it does not contain any deviations to the aforesaid documents. It is further certified that information furnished in the Tender submitted by us is correct to the best of our knowledge and belief.

(Signature of person duly authorized to sign the Tender on behalf of the bidder along with Seal of Company)

**Name** \_\_\_\_\_

**Designation** \_\_\_\_\_

**Contact No. /Email ID**

**Witness:**

Name \_\_\_\_\_

Signature \_\_\_\_\_ Designation \_\_\_\_\_

Date \_\_\_\_\_ Name of Company \_\_\_\_\_

Name & Address \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Postal Address \_\_\_\_\_

Telegraphic Address: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Telex

No. \_\_\_\_\_

Fax No. \_\_\_\_\_ e-mail \_\_\_\_\_

**FORM OF DECLARATION**

M/s.....(name of Bidder) having its registered office at .....(hereinafter referred to as the Bidder) having carefully studied all the Bidding Documents, the local and site conditions etc. pertaining to the Work for "Annual lawn maintenance, flower beds etc. of office and residential complex of SAPDC, Arun-3 at Tumlingtar for a period of two years." 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 Documents.
3. The Bidder is financially solvent.
4. The Bidder is experienced and competent to perform the Contract to the satisfaction of Employer.
5. The Bidder is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipalities, District, State and Central Government of Nepal that may affect the work, its performance or personnel employed therein.
6. The Bidder hereby authorizes the Employer to seek reference from the bankers of Bidder for its financial position.
7. The Bidder undertakes to abide by all labour welfare legislations.
8. The information / statement submitted by the Bidder along with the bid is true and correct in all respects.

Date:

**For and on behalf of the bidder**

.....  
.....

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

## UNDERTAKING REGARDING BLACKLISTING

To: [Name and address of Employer]

Dear Sir,

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder/Firm \_\_\_\_\_

Address: \_\_\_\_\_

Seal of the Bidder/Firm \_\_\_\_\_



## Qualification Information

### STATEMENT OF WORKS COMPLETED/SUBSTANTIALLY COMPLETED/ONGOING DURING LAST 7 YEARS BY THE BIDDER

We declare that we ourselves/ as a member of Joint venture / Contractor/Sub-contractor have executed the following works during last seven (07) years reckoned from last day of the month previous to the one in which bids are invited:

Sl. No.	Name of Work	Value of Work (awarded/executed)	Name of Client	Date of LOA/ Agreement	Date of Completion

**Note: -**

- i. Bidders to fill in the details as provided here-in-above and attach additional pages, if necessary.*
- ii. Bidders to enclose necessary certificates in support of above details.*
- iii. Copy of Joint Venture Agreement also to be furnished where the works have been executed in joint venture.*

# **GENERAL CONDITIONS OF CONTRACT (GCC)**

## **1: DEFINITIONS:**

In the contract, the following expression shall, unless the context otherwise requires, have the meanings thereby respectively assigned to them:

- (i) **Bill of Quantities or Schedule of Quantities & Prices:** means the priced and completed bill of quantities forming part of the Contract.
- (ii) **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.
- (iii) **Contractor:** means the successful Bidder who is awarded contract to perform the work covered under these Bidding Documents and shall be deemed to include the Contractor's successors, executors, representatives or assigns.
- (iv) **Corporation or Employer:** means the SJVN Arun-3 Power Development Company Private Limited having its office at Tumlingtar, Distt, Sankhuwasabha, Nepal, and includes therein legal representatives, successors and assigns.
- (vi) **Day:** means a calendar day beginning and ending at midnight.
- (vii) **Engineer-in-Charge/Engineer:** means the Engineering Officer 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 conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.

## **2: INTERPRETATION**

- 2.1 Words importing the singular only shall also include the plural; he includes she and vice versa unless this is repugnant to the context. Unless specifically defined, words shall have normal meaning under the language of Contract.
- 2.2 Heading and marginal notes in these General Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof of the Contract.
- 2.3 Any error in description, quantity or price in Bill of Quantities 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 scope of work or from any of his obligations under the Contract.
- 2.4 In the case of discrepancy between the Letter of acceptance issued by Employer, Special Conditions of Contract, General Conditions of Contract, the Bill of Quantities and other documents of Contract the following order of precedence shall prevail:
  - a) Agreement
  - b) Letter of Acceptance;
  - c) Special Conditions of Contract;
  - d) General Conditions of Contract ;
  - e) Detailed Scope of Work;
  - f) Priced Bill of Quantities;
  - g) Contractor's Bid other than BOQ;
  - h) Notice Inviting Tender & Instructions to Bidders; and
  - i) Any other document forming part of the Contract.

### **3.0 Contractor's Default**

- (a) If the contractor shall neglect to execute the work with due diligence and expedition or shall refuse or neglect to comply with any reasonable order give to him in writing by the EIC in connection with the work or shall contravene the provisions of the contract , the Employer may give notice in writing to the contractor to make good the failure, neglect or contravention complained of , should the contractor fail to comply with the notice within fifteen (15) days from the date of service thereof, then and in such case the Employer shall terminate the contract and shall be at liberty to comply other contractor and forthwith execute such part of the work as the contractor may have neglected to do or if the Employer shall think fit, without prejudice to any other right he may have under the contract, to take the work wholly or in part out of the contractor's hands and re-contract with any other person or persons to complete the work or any part thereof and apply any balance payment which may otherwise be due on the contract by him to the contractor, or such part thereof as may be necessary, to the payment of the cost of executing the said part of the work or of completing the work as the case may be. If the cost of completing the work or executing a part thereof as aforesaid shall exceed the balance payment due to the contract, the contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay, which the contractor shall have to pay if the completion of work is delayed and attributable to the contractor.
- (b) The termination of the contract under this clause shall not entitle the contractor to reduce the value of the contract performance security nor the time thereof. The Contract Performance Security shall be valid for the full value and for the full period or the completion of the Contract.

### **4.0 Suspension of work**

The SAPDC reserves the right to suspend and reinstate execution of the whole or any part of the works without invalidating the provisions of the contract. Orders for suspension or reinstatement of the works will be issued by SAPDC to the contractor in writing. The time for completion of the works will be extended for a period equal to the duration of the suspension. SAPDC shall not be responsible for any liabilities, if suspension or delay is due to some fault on the part of the contractor.

### **5.0 Deployment of labour**

- i. The contractor will deploy regular/ skilled workmen with experience of such type of work.
- ii. All traveling expenses including provision of all necessary transport to & fro from site, lodging, allowances and other payment to the experts/workmen shall be the sole responsibility of the contractor.
- iii. The contractor will comply with all acts/laws and other statutory provisions rules, regulations and byelaws as are applicable or which might become applicable with regard to the performance of the work and the engagement of the experts/workers. Minimum wage as notified by the Govt. of Nepal and amended from time to time shall be ensured by the Contractor for different labour categories.
- iv. The contractor will be responsible for compensation payable arising out of accidents including payment to third party, if involved, no compensation in case of accident / damages or for death / injury to the experts/workmen will be paid by the SAPDC.

### **6.0 Insurance**

- 6.1 Neither party to the Contract shall be liable to the other in respect of any loss or damage which may occur or arise out of "Force Majeure" to the Works or any part thereof or to any material or article at site but not incorporated in the Works or to any person or anything or material whatsoever of either party provided such a loss or damage could not have been foreseen or avoided by a prudent

person and the either party shall bear losses and damages in respect of their respective men and materials. Liability of either parties shall include claims/compensation of the third party also.

- 6.2 The Contractor shall indemnify and keep indemnified the Employer against all losses and claims for death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the execution of works during the Period for Completion for whole of the works and also against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, and such liabilities shall include claims/compensations of the third party.
- 6.3 The Contractor shall avail 'group personal accident insurance policy' covering all the personnel employed by the Contractor for execution for Works complying requirement of Workmen Compensation Act applicable in Nepal. The minimum cover for personal injury or death insurance shall, however, be not less than as per requirements of the Labour Act of Nepal. The contractor shall also provide medical insurance to manpower deployed by him under this contract.
- 6.4 Policies and certificates for insurance shall be delivered by the Contractor to the Engineer-in-Charge for the Engineer-in-Charge's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 6.5 Alterations to the terms of insurance shall not be made without the approval of the Engineer-in-Charge.
- 6.6 Both parties shall comply with any conditions of the insurance policies.

## **7.0 Payment**

- i. Running Account / Interim bills shall be submitted by the Contractor monthly on or before the date fixed by the Engineer-in-Charge for the work executed after compliance of all statutory provisions and complete in terms of contract conditions. The Engineer-in-Charge shall then verify the bills with reference to the measurements recorded in the measurement book(s).
- ii. Payment on account for amount admissible shall be made on the Engineer-in-Charge 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, the Retention Money and such other amounts as may be withheld/deductable or recoverable in terms of the Contract.
- iii. **Retention money shall be deducted by the Engineer-in-Charge from the interim bills of the Contractor @ 5% (five percent)** of the total value of each bill of the work done towards security deposit. Retention money shall be returned with final RA Bill.
- iv. Payment of the Contractor's bills shall be made by the Employer within 30 days from the date of submission of the bill subject to the acceptance of the Engineer-in-Charge.

## **8.0. VAT/Taxes & duties**

The quoted rates shall be inclusive of all taxes and duties including VAT and SAPDC shall not bear anything extra on this account.

## **9.0 Force Majeure**

The term "Force Majeure" shall herein mean riots (other than among the Contractor's employees), Civil Commotion (to the extent not insurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires not caused by Contractor's negligence and other such causes over which the Contractor has no control and are accepted as such by the Engineer-in-Charge, whose decision shall be final and binding. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them

under this contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party alleging that it has been rendered unable as aforesaid, thereby shall notify within 10 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.

Extension of time without levy of LD shall be provided during the period of occurrence of Force Majeure event, however no cost compensation shall be provided.

#### **10.0 DEVIATIONS :-**

For execution of additional work as per requirement, Employer may direct for deployment of additional resources(Manpower) by 20% of any of the category for short period during the contract period, contractor shall provide the same and the payment for additional manpower shall be made as per the awarded rate for the respective category of manpower as per Annexure-II.

#### **11 FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK**

**11.1** If at any time after acceptance of the tender the Employer decides to abandon or reduce the scope of the Works for reason whatsoever and hence does not require the whole or any part of the Works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the Contractor, and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the Works in full but which he could not derive in consequence of the fore-closure of the whole or part of the Works.

The Contractor shall be paid at Contract rates for full amount of the Works executed at Site and, in addition, a mutually agreed reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the Works to the full extent because of the foreclosure:

(a) Any expenditure incurred on preliminary works, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation workshop, installation and dismantling of Construction Equipment (batching plant, crushing plant) and water storage tanks.

(b) (i) The Employer shall have the option to take over Contractor's materials or any part thereof, either brought to site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the Work), provided, however, the Employer shall be bound to take over the material or such portions thereof as the Contractor does not desire to retain. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.

(ii) For Contractor's materials not retained by the Employer, reasonable cost of transporting such materials from Site to Contractor's permanent stores or to his other Works, whichever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable.

(c) If any materials issued by the Employer are rendered surplus, the same except normal wastage for the materials used in the works shall be returned by the Contractor to the Employer.

(d) Reasonable compensation for transfer of Equipment/Tools from Site to Contractor's permanent stores or to his other works whichever is less. If Equipment/Tools are not transported to either of the said places, no cost of outward transportation shall be payable.

**11.2** The Contractor shall, if required by the Engineer-in-Charge, furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.

11.3 In the event of foreclosure of the Contract, the advances released to the Contractor shall be recovered/adjusted by en-cashing Bank Guarantees (if applicable) submitted by the contractor against the advances, in appropriate proportion as due to the Employer.

## **12.0 COMPENSATION/PENALTY:-**

**12.1(a)** In case of non-deployment of manpower as per Annexure-I(against BOQ item) in a month, payment shall be made against actual deployed manpower for that month (against BOQ item) as per following:

**Payable amount (against BOQ item(s))** = {no. of man days actually deployed for that month ÷ total man days required to be deployed as per Annexure-I for that month x Awarded rate(per month) for that item(s) of BOQ}

For Example:- for the above work , total no. of manpower as per Annexure-I ((under item no. 1 of BOQ), is required to deployed eight(08).

Suppose bidder has not deployed 3 helper for 10 working days and 1 plumber for 15 working days under item no.1 of BOQ in a month, and awarded rate(Including all cost) against item no. 1 of BOQ is NPR 5,00,000/- per month. The amount to be paid shall be find out as follows.

Total no of working man days required in a month as per Annexure-I is  $26 \times (1+3+7) = 286$ .

Total no of working man days actually provided under item no 1 of BOQ is  $\{1 \times 11 + 3 \times 16 + 7 \times 26\} = 241$

Amount to be paid to the contractor for that particular month is =  $\{241/286 \times 10000\} = 4,21,328.67/-$

**Note:- Number of working man days in month will be considered as 26 days ( i.e excluding the One day's weekly rest i.e  $30-4= 26$ ) for calculation of above amount.**

**12.1(b)** In addition to above, deduction of NPR 100/- Per man days per manpower shall also be made for non deployment/absent of manpower.

12.2 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.

## **13.0 PRICES AND TAXES & DUTIES:**

13.1 The bidder shall offer/quote rates & prices, inclusive of all cost towards providing wages (Basic pay) along with allowances (Dearness allowance(DA), Dashain Allowance, Social Security Fund(SSF) {(i.e Provident fund(PF), Gratuity & Medical Insurance}, Insurance, Uniform allowance(Fixed NPR 904/-), Project/Hard/remote area allowance(@NPR 2825/- Per month), ensuring compliances to various labour and all industrial laws/acts for respective manpower, contingency, overhead, profit, all statutory taxes etc. Including VAT. SAPDC shall not bear anything extra on this account.

13.2 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.

## **14.0 Resolution of dispute**

i. In case of any dispute or differences out of the contract in connection with the contract, the same shall be referred to the Sole Arbitrator, who shall be appointed by the CEO, SAPDC . The award of the arbitrator shall be final and binding on both the parties.

ii. The courts of Chainpur jurisdiction shall be exclusive jurisdiction to entertain any try of matter arising out of this contract.

### **Special conditions of the contract (SCC)**

- 1 SAPDC shall make all the arrangement for electricity & water supply etc. required for the execution of work.
- 2 Material, Equipment/Tools/TNP, manure, insecticides etc. required to carry out this works will be supplied by SAPDC.
- 3 Contractor shall carry out the works as per the Nepal standard of work.
- 4 Contractor shall comply with all relevant quality, safety standards and all rules/ laws of Govt. of Nepal.
- 5 The work shall be carried out in manner complying in all respect with the requirements of relevant by laws of the local bodies in whose jurisdiction the work is situated.
- 6 The deployment of Labour shall purely be as per work requirement and labour can be deployed anywhere in project area/ site.
- 7 Labour deployed for work should be of age in between 18 to 57 years and physically fit to execute the specific work.
- 8 The agency will have to make payment on the basis of Minimum Wages as per notification issued by Government of Nepal from time to time.
- 9 The contractor shall strictly comply with all statutory provision of laws/Acts applicable to the labour engaged by him such as Minimum Wages Act, Factory Act, Bonus Act, Maternity Act, and any other Act applicable.
- 10 The contractor will provide all allowances such as Dearness allowance(DA), Dashain Allowance, Social Security Fund(SSF) and all other compulsory allowances as per norms of Gov. of Nepal/ ensuring compliances to various labour and all industrial laws/acts for respective manpower and Uniform allowance(Fixed NPR 904/-(Including VAT)) & Project/Hard/remote area allowance(@NPR 2825/- /-(Including VAT)Per month).
- 11 Man power is required in uniform at least 04 working days of the week. If any 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' bill
- 12 Providing Conveyance, Lodging, and Fooding etc to Manpower engaged in work shall be sole responsibility of the Contractor and SAPDC in no way be liable to provide the same.
- 13 The contractor shall at his own expense, arrange for the safety provisions as required by any laws in force, in respect of the labour employed directly or indirectly for performance of the works.
- 14 The contractor shall assure and submit the proof of payment of PF contribution, Gratuity and any other social security allowance of employees as per Norms of Gov. of Nepal.
- 15 The payment to the contractual employees shall 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 10th day of month then payment can be released by SAPDC directly to the person and shall be recovered from the contractors by imposing 1% penal interest.
- 16 The Contractor has to furnish the police verification of the manpower deployed by him within one week.
- 17 The Contractor shall not sublet the work either in part or full to any other person/agency.
- 18 The Contractor should visit the site of works/jobs before tendering. No special claim whatsoever on account of difficulties arises due to situation of the site will be entertained.

- 19 If there is increase in the minimum wages by the GON during the contract period or the last date for submission of bid, the difference will be reimbursed to the contractor as per the profit claimed in the awarded value of the contract and VAT/taxes extra.
- 20 The contractor will be provide Job Card to each person which will be submitted back to issuing authority after completion of job.
- 21 The payment shall be made to contractor as per actual work done on monthly basis as per BOQ of the tender document. The contractor shall have to satisfy and give proof to EIC of having made payment to resource deployed for the period for which the bill has been submitted & EIC ensure that payment to resources has been made. This however; shall not be linked with liabilities of the contractor to pay wages to his resources as per provisions of payment of wages act.

NOTE:- All the above Special Condition of Contract (SCC) shall form the part of contract agreement and will supersede the General Conditions Of the Contract.



## **Scope of Work**

**The detailed scope of work shall include but not be limited to the following:**

- (i) The maintenance of lawn includes weeding, trimming and pruning of grass by mowing with grass cutting machines, top dressing, using of manure, fertilizers, spraying of insecticides, pesticides, fungicides, weedicides, sweeping & watering etc. and patch work by planting the doob grass where dead.
- (ii) The maintenance of trees, shrubs and creepers includes the maintenance of all trees, shrubs and creepers by their manure, watering, hoeing, pruning and trimming, replacement of old dead one and to ensure enough supply of air and water. Circular kiaries around the tree trunk are to be prepared. The creepers across the wall are to be provided support by rope and other trees and shrubs by bamboo sticks as required.
- (iii) The maintenance of hedges includes their watering, hoeing of channels, pruning and trimming and replacing old and dead plants by planting the new saplings/cuttings dead/uprooted plants etc.
- (iv) The curb stones along with roads and decorable pots in the campus shall be washed at least once a month.
- (v) The potted plants are to be maintained at least at the present level of maintenance in the building, both inside the corridors on all floors and around the building.
- (vi) For having an estimate of the work involved, the interested parties should visit the building on any working day to know the amount of work involved, before submitting their bids.
- (vii) The contractor shall provide minimum Manpower as per Annexure-I

<b>(Annexure-I)</b>				
Minimum Manpower to be deployed on all working days for the execution of work				
<b>Sr. No.</b>	<b>Category of worker</b>	<b>Nos</b>	<b>Description</b>	<b>Location</b>
1	Skilled	1	Plumber	SAPDC Office and Residential Complex, Tumlingtar/As per direction of EIC
2	Semi-Skilled	4	Mali, Sewerman and Grass Cutting Machine/Water filter plant operator	
3	Un-Skilled	6	Helpers	

- (viii) Schedule of work:- Working hours for deployed resources shall be 8 hours( 9:30 am to 5:30 pm)/timing of deployment of labour will be as directed by the EIC as per work requirement on all working days of a week. Working days shall be 6 days in a week (i.e One day's weekly rest). In addition to One day's weekly rest, Holidays as applicable in SAPDC shall also be granted.
- (ix) One day's weekly rest for the manpower shall be fixed by the E.I.C. as per requirement/as per the rules applicable in SAPDC.

**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 Private Limited is desirous that the Contractor executes PPR-179 “Annual lawn maintenance, flower beds etc. of office and residential complex of SAPDC, Arun-3 at Tumlingtar for a period of two years” (hereinafter called ‘the Works’) and the SJVN Arun-3 Power Development Company Private Limited has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects herein at a contract price of NPR \_\_\_\_\_

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 and remedy the defects therein in conformity, 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;
  - c. Special Conditions of Contract;
  - d. General Conditions of Contract ;
  - e. Detailed Scope of Work;
  - f. Priced Bill of Quantities;
  - g. Contractor’s Bid other than BOQ;
  - h. Notice Inviting Tender & 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.*

**FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

**(Refer clause 14.0 of ITB)**

WHEREAS \_\_\_\_\_ (Name of Bidder) (hereinafter called “the Bidder”) has submitted his bid dated \_\_\_\_\_ (date) for PPR-179 – “Annual lawn maintenance, flower beds etc. of office and residential complex of SAPDC, Arun-3 at Tumlingtar for a period of two 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, 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 ITB.**
  - d. adopts corrupt or fraudulent practices

We undertake to pay to the SJVN Arun-3 Power Development Company Private Limited, NPR.....the above amount upon receipt of its first written demand without the SJVN Arun-3 Power Development Company Private Limited having to substantiate its demand, provided that in its demand the SJVN Arun-3 Power Development Company Private Limited will note that the amount claimed by it due to it owing to the occurrence of one or any of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 210 days after the deadline for submission of Bids as stated in the invitation to bid or as it may be extended by the SJVN Arun-3 Power Development Company Private Limited notice of which extensions(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE \_\_\_\_\_

SIGNATURE OF THE BANK \_\_\_\_\_

WITNESS \_\_\_\_\_

SEAL \_\_\_\_\_

(Signature, name and address)

**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT**

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 .....20.... with you for the work of " Annual lawn maintenance, flower beds etc. of office and residential complex of SAPDC, Arun-3 at Tumlingtar for a period of two 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 defect liability 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:.....]**

**Price Schedule/Bill of Quantities (BOQ)**

Name of Work: Annual lawn maintenance, flower beds etc. of office and residential complex of SAPDC, Arun-3 at Tumlingtar for a period of two years.(PPR-179/2024)

Sr. No.	Description of item	Unit	Qty	Rate* (NPR)	Amount* (NPR)	
					In figures	In words
1.	Maintenance of lawn, flower beds etc. i/c horticulturer work, cleaning of dead leaves & watering, cleaning of drains & Internal roads in tumlingtar office-cum-residential complex on both sides having area approximately 15000 sq.mtr. operating & maintaining of bore well pumps, water filtration plant and STP at tumlingtar. (01 no. skilled, 04 no. Semi-skilled and 06 no. unskilled)	Per Month	24			
2.	Supplying and stacking at site dump manure from approved source, including carriage upto 5 km lead complete (manure measured in stacks will be reduced by 8% for payment):Screened through sieve of I.S. designation all size	cum	20			
<b>Total Amount (NPR) inclusive of all taxes and duties including VAT and Inclusive of all cost as per scope of work (Manpower wages including all allowances etc.)</b>						
<b>Discount if any in percentage (%)</b>						

Note:-

- (i) The bidder shall offer/quote rates & prices, inclusive of all cost towards providing wages (Basic pay) along with allowances (Dearness allowance (DA), Dashain Allowance, Social Security Fund(SSF) {(i.e Provident fund (PF), Gratuity & Medical Insurance)}, Insurance, Uniform allowance(Fixed NPR 904/-), Project/Hard/remote area allowance(@NPR 2825/- Per month), ensuring compliances to various labour and all industrial laws/acts for respective manpower, contingency, overhead, profit, all statutory taxes etc. Including VAT. SAPDC shall not bear anything extra on this account.
- (ii) Bidder has also consider all the expenses (Uniform, Providing Conveyance, Lodging, and Fooding etc as mentioned in SCC) for deployed Manpower as per Annexure-I.
- (iii)If there is increase in the minimum wages by the GON during the contract period or the last date for submission of bid, the difference will be reimbursed to the contractor without profit.

**Place: -**

**Date:-**

**Bidders Name and Signature along with seal**



## Annexure-II

### Rate for additional manpower on day work basis:-

Rates to be quoted by bidder(s) for additional manpower (Other than the manpower as mentioned at Annexure-I) if required to be deployed for SAPDC on day work basis.

Sr. No.	Category of worker	Unit	Unit Rate (NPR) Including VAT Per head/Per day
1	Skilled	Day	
2	Semi-Skilled	Day	
3	Un-Skilled	Day	

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 3rd Floor, Citizen Investment Trust (CIT) Building, Near to Investment Board of Nepal (IBN), New Bhaneshwor, 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**.

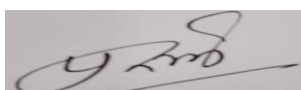
WHEREAS the Employer proposes to procure under laid down organizational procedures, contract for "Annual lawn maintenance, flower beds etc. of office and residential complex of SAPDC, Arun-3 at Tumlingtar for a period of two years." and the Bidder/Contractor is willing to offer against Tender No. **SAPDC/P&C/ARUN-3 HEP/PPR-179/2024-**

NOW, THEREFORE,

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

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

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



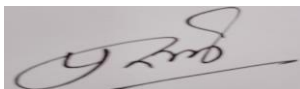
## **1.0 Commitments of the Employer**

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

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

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

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

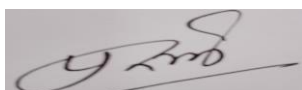


execution of the contract or any other contract with Employer for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with Employer.

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

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

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



### **3.0 Previous Transgression**

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

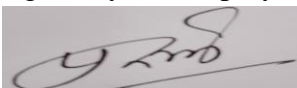
### **4.0 Earnest Money (Security Deposit)**

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

### **5.0 Sanctions for Violations**

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

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

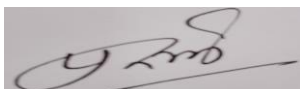


(viii) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

## **6.0 Independent External Monitor(s)**

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



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

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

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

### **7.0 Facilitation of Investigation**

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

### **8.0 Law and Place of Jurisdiction**

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

### **9.0 Other Legal Actions**

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

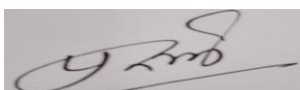
9.2 Changes and supplements as well as termination notice need to be made in writing.

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

### **10.0 Validity**

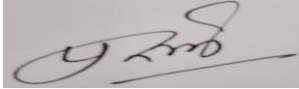
10.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Employer and the Bidder/Contractor/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity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

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

A handwritten signature in black ink, appearing to be 'G. P. S.', is written on a light-colored background.

11.0 The Parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_.

Employer



Name of the Officer: **Parminder kumar**

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

Place: Tumlingtar, Nepal

Date-----

Witness 1. \_\_\_\_\_  
—

(Name and address)

2. \_\_\_\_\_

(Name and address)

Bidder

(Authorized Person)

(Name of the Person)

Designation

Place-----

Date-----

Witness 1. \_\_\_\_\_  
\_\_\_\_\_

(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

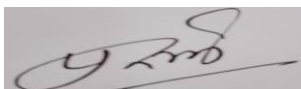
- 2.1 The Information for Bidders/ Instruction to Bidders/Notice Inviting Tender/Notice Inviting Quotations and even the General Conditions of Contract (GCC) of Employer generally provide that Employer shall have the rights to remove from list of approved suppliers / contractors or to ban business dealings 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/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.

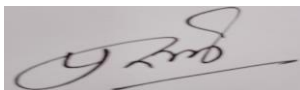
- iv) **“Investigating Committee”** shall mean any Officer/Committee appointed by Competent Authority to conduct investigation.
- v) **“List of approved Agencies viz Parties / Contractors / Suppliers/Bidders”** shall mean and include list of Parties/ Contractors / Suppliers / Bidders etc if registered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



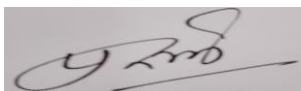
- 6.2 If the director /owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last three years.
- 6.3 If business dealings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

## **7.0 Banning of Business Dealings**

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

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

- 8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it 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.
- 1.2 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**

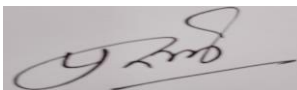
- 9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency, Statement containing the imputation of misconduct or misbehaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.
- 9.2 If the Agency requests for inspection of any relevant document in possession of Employer, necessary facility for inspection of documents may be provided.
- 9.3 The Competent Authority may consider and pass an appropriate speaking order:
- a) For exonerating the Agency if the charges are not established;
  - b) For removing the Agency from the list of approved Suppliers / Contactors, etc.
  - c) For banning the business dealing with the Agency.
- 9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned.

## **10.0 Appeal against the Decision of the Competent Authority**

- 10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing etc. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
- 10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

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

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



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

**FORM OF DECLARATION OF ELIGIBILITY  
UNDERTAKING**

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