

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

(एसजेवीएन की पूर्ण स्वामित्व वाली अधीनस्थ कंपनी)

(A wholly owned subsidiary of SJVN)

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



Ref. No.: SAPDC/P&C/PPR-111/2020-605

Dated: 26.07.2020

NOTICE INVITING QUOTATIONS (NIQ)

Sealed quotations are herewith invited by SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC/Employer) from the eligible Bidder/Suppliers of Nepal for **“Supply, Installation, Commissioning and Testing of 2 x 125 KVA DG Sets with AMF cum AC Distribution Panel Board at Office cum Residential Complex, Tumlingtar and 1 x 200 KVA DG Set near Vill. Kerabari, Surge Shaft Colony area of SAPDC Arun-3 HEP, Distt. Sankhuwasabha, Nepal (PPR-111)”** as per the details provided here-in-below:-

Sr. No.	Description	Remarks
1.	Scope of work & Technical Specifications	Refer <i>Annexure 'A'</i>
2.	Bill of Quantities (BOQ)	Refer <i>Annexure 'B'</i>
3.	Form of declaration	Refer <i>Annexure 'C'</i>
4.	Bank Account Details	Refer <i>Annexure 'D'</i>
5.	Integrity Pact	Refer <i>Annexure 'E'</i>

TERMS & CONDITIONS (T&C):

1. Minimum Qualifying Requirements:

- The firm/bidder should be manufacturer/authorised distributor/authorised supplier/authorised reseller for item (s) for which Bidder is submitting bid. In addition to above, the suppliers who deals in electrical equipments can also participate in bidding subject to furnishing of a certificate from authorised supplier/reseller/ manufacturer for this particular consignment.
- The technical specification of the offered models shall be equivalent or more than the specifications mentioned under Technical Specifications/BOQ.

2. Submission of Bid:-

The bidder must submit the bid in the following two separate sealed envelopes clearly indicating the contents therein duly super scribed as under and these two envelopes should be enclosed in a single sealed envelope/cover super scribed as **“Supply, Installation, Commissioning and Testing of 2 x 125 KVA DG Sets with AMF cum AC Distribution Panel Board at Office cum Residential Complex, Tumlingtar and 1 x 200 KVA DG Set near Vill. Kerabari, Surge Shaft Colony area of SAPDC Arun-3 HEP, Distt. Sankhuwasabha, Nepal (PPR-111)”** and submitted at the address of the

undersigned and must reach this office through courier or by post or by hand on or before **30.08.2020 by 15:00 Hrs.** and same shall be opened on 31.08.2020 at 16:30 Hrs. in presence of authorized representative of firms who choose to attend.

PART-I (Envelope-1):-

- i. Earnest Money Deposit (EMD) (as per Sr. No.9).
- ii. The firm shall submit PAN/VAT/company registration certificate.
- iii. Authorization certificate supporting with requisite Documents for meeting out criteria laid down at Sr. No. 1.a. above.
- iv. User Manual/Catalogues/Technical Specification of the packages for which rates have been quoted by the Bidder for meeting out criteria laid down at Sr. No. 1.b. above.
- v. Duly filled in & signed 'Form of declaration' as per Annexure-C.
- vi. Bank Account Details as per Annexure-D.
- vii. Integrity Pact as per Annexure-E.

PART-II (Envelope-2):-

Price bid:- Comprising of Price Bid at Annexure-B i.e., duly filled, signed and stamped in Bill of Quantities (BOQ).

3. Opening of Bid:-

The bid shall be opened in the following sequence:-

- i. First, the envelope Part-I shall be opened.
 - ii. Part –II (Price Bid) shall be opened on same day if no clarification is required from the Bidder(s). In case clarification is sought from the Bidder, separate intimation shall be given for opening of Price Bids.
4. No material and T&P will be issued by SAPDC.
5. **Completion period:** Completion period shall be 120 days to be reckoned from date of issuance from Supply Order/Letter of Acceptance (LOA) including Supply, Installation, Commissioning, Testing etc. complete in all respect as per scope of work.
6. **Bid Validity:** The bid (s) shall be valid for 90 days from the opening of bid(s).
7. **Prices:-** The supplier/bidder shall offer rates & prices “on Firm Price Basis”. The quoted rates for item(s) shall be inclusive of VAT, all other taxes & duties, transportation, transit insurance, loading & unloading etc. and SAPDC shall not bear anything extra on this account. Any statutory variation in the rate of taxes after the last date of submission of bid (if any), during the currency of the contract including extension thereof shall be reimbursed/adjusted on production of documentary proof.
- Rates & amount should be filled in both figures and words. In case of ambiguities in between the rate in figures and the rate in words, the rate quoted in words shall prevail and the amount shall be corrected accordingly. The SAPDC reserves the right to adjust arithmetical or other errors in any tender/quotation in the way which it considers suitable.

Further, only unconditional discount offered at appropriate place in the BOQ shall be considered for evaluation and discount offered or any other charges/taxes mentioned in any other document/letter submitted in bid shall not be considered for evaluation.

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

65% payment of the contract price shall be paid after the delivery of material at Tumlingtar and PH Site(Surge shaft colony) of SAPDC Arun-3 HEP and balance 35% payment of the contract price shall be paid after the installation, commissioning and testing of DG Sets, Panel Board and accessories to the satisfaction of EIC and issuance of work completion certificate.

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

- a. Earnest Money amounting to NPR 1,51,000/- shall be submitted in the shape of Bank Draft/Manager Cheque/FDR (duly pledged in favour of SAPDC)/Bank Guarantee in favour of SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC), payable at Khandbari. Bank Guarantee may be in the format provided in tender document.

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

- b. 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.
- c. EMD of the bidder shall be forfeited, in the event of non-compliance of supply order including non -supply etc. by the successful bidder.
- d. The EMD of unsuccessful bidders shall be released within 07 days without any interest after the issuance of Letter of Acceptance and the EMD of the successful bidder shall be released within 30 days after the issuance of Letter of Acceptance without any interest subject to furnishing of requisite Performance Security in accordance to Sr. No. 12 of this NIQ
- e. The EMD shall be valid for 120 days beyond the last date of submission of bids.
- f. No interest shall be payable by SAPDC on EMD.

10. **Award Criteria:** The bid shall be evaluated on overall basis and the award shall be made based on the lowest rate quoted by the Bidder/Supplier for whole work as per **Annexure-B** in the Bill of Quantities.

11. **Liquidated Damages (LD):** In case of delayed delivery, LD @ 0.15% of contract price per day of delay in completion shall be levied subject to maximum of 5% of the contract price. In case the supplier fails to supply the material within 153 days from the date of issue of supply order, SAPDC reserves the right to terminate the supply order and EMD/Performance Security shall be forfeited.

12. **Performance Security Deposit:**

- 12.1 Within 30 (thirty) days from the date of issue of the Letter of Acceptance, the successful bidder(s) shall deliver to the Employer a Performance Security equal to **5%**

(Five percent) of the Contract Price valid till 45 days beyond Guarantee/Warranty period.

12.2 The Performance Security Deposit shall be in the form of a demand draft / FDR / Banker Cheque/ Pay order issued by a Class A bank situated in Nepal acceptable to SJVN Arun-3 Power Development Company Private Limited. The bidder may submit the same in the form of irrevocable, valid and fully enforceable Bank Guarantee in favour of SJVN Arun-3 Power Development Company Private Limited in the prescribed form from a Class A bank situated in Nepal acceptable to SJVN Arun-3 Power Development Company Private Limited which shall be valid till **45 (Forty five) days beyond Guarantee/Warranty Period.**

12.3 Failure of the successful Bidder to comply with the requirements of Clause 12.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money Deposit. He will also be debarred from participating in bids invited by the Project for one year.

13. **Force Majeure:** The term "Force Majeure" shall herein mean riots (other than among the Vendor's employees), Civil Commotion (to the extent not insurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires not caused by Vendor's negligence and other such causes over which the Vendor has no control and are accepted as such by the Officer-in-Charge (OIC), whose decision shall be final and binding. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party alleging that it has been rendered unable as aforesaid, thereby shall notify within 10 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause. Extension of time without levy of LD shall be provided during the period of occurrence of Force Majeure event, however no cost compensation shall be provided.

14. **Packing:** The supplier, wherever applicable shall properly pack and stack all materials/goods in such a manner as to protect them from deterioration and damage during transportation. The supplier shall be responsible for all damage due to improper packing.

15. **Replacement:** If the material/goods or any portion thereof is damaged or lost during transit, SAPDC shall give notice to the supplier setting forth particulars of such material/goods damaged or lost during transit. The replacement of such material/goods shall be effected by the supplier within a reasonable time to avoid unnecessary delay in the intended usage of the materials free of cost to the SAPDC.

16. **Rejection:** In the event that any of the material/goods supplied by the supplier is found defective in material or workmanship or otherwise not in conformity with the specification, SAPDC shall either reject the material/goods or request the supplier in writing to rectify the same. The supplier, on receipt of such notification shall either rectify or replace the defective material/goods free of cost to the SAPDC.

17. **Demurrage, Wharfage etc.:** All demurrage, wharfage and other expenses incurred due to delayed clearance of the material/goods or any other reason shall be on the account of the supplier.
18. **Guarantee/Warranty:** Guarantee/Warranty shall be minimum for 12 months or as per the Policy of Original Equipment Manufacturer (OEM), whichever is higher. In case of any complaint/repair required during Warranty/Guarantee period, the vendor will respond within two days and ensure rectification within one week's time from the date of lodging of complaint. The supplier shall either rectify or replace the defective item(s)/material(s) free of cost to SAPDC within Guarantee/Warranty period.
19. **Consignee:-** The material/ goods under this Contract shall be dispatched to the locations as mentioned in the BOQ/Scope of Work. However, Head (Store) shall be the overall consignee for this contract and payment and other codal formalites shall be done through Head (Store) for all the material. The address of consignee shall be as following:

Head (Store),
Satluj Bhawan, Arun Sadan,
SAPDC, Tumlingtar,
Distt. Sankhuwasabha, Nepal.
(Mobile No.: 9851214190, 9852099567)
Email: **store.sapdc@gmail.com**

20. **Resolution of Dispute:** In case of any dispute or difference that arises out of the subject cited supply, the same shall be referred to the Sole Arbitrator, who shall be appointed by the CEO, Arun-3 HEP, SAPDC, Tumlingtar. The award of the arbitrator shall be final and binding on both the parties.
Courts of Chainpur (Nepal) shall have exclusive Jurisdiction for adjudication upon the dispute arising out of the subject cited supply between the parties.

21. **Integrity Pact:** To improve transparency and fairness in the tendering process the Employer is implementing Integrity Pact.

The Integrity Pact, signed by 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. Bidders signing Integrity Pact shall not approach the Courts while representing the matters to IEMs (which have been appointed by CVC) and will await their decision in the matter.

Entering into Integrity Pact as per Performa (enclosed under Annexure-E) is a basic qualifying requirement.

To oversee the compliance of obligation under the Integrity Pact, two Independent External Monitor(s) (IEMs) have been appointed. The details of IEMs are as under:-

1. Dr. Jai Pal Singh
2. Sh. Shitala Prasad Shrivastava

The address for correspondence with IEMs is as under:

Independent External Monitors for SJVN,

C/o Chief Engineer (P&C)
Arun-3 HEP, SAPDC
Office Complex, Tumlingtar
Distt. Sankhuwasabha, Nepal

The Integrity Pact duly signed on behalf of the Employer has been attached in NIQ under Annexure-E. The Integrity Pact shall be downloaded, printed & signed by the bidder/supplier and the hard copy shall be submitted in Part-I (Envelope-I) of bid.

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

Name	Designation	Contact No.	Address
Er. Vivek Sharma	Chief Engineer (P&C)	Mob.:- +977-9852058517	Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal.

25. **General Information:**

Access to Project Sites:

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

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

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

For & on the behalf of SAPDC

Sd/-

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

E-mail Address: pnc.sapdc@gmail.com

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS**A. SCOPE OF WORK AND TECHNICAL SPECIFICATIONS FOR 2 x 125 KVA SILENT DIESEL GENERATING SET AND ACCESSORIES****1. SCOPE OF WORK:**

The scope of work cover Supply, Transportation, Un-loading, dismantling of existing two numbers DG Sets, Installation, Commissioning and Testing of two numbers 125 KVA Silent DG Sets (Including earthing works with material and Exhaust piping works with material) at Tumlingtar, Residential-cum Office Complex of SAPDC Arun-3 HEP.

2. TECHNICAL SPECIFICATIONS:

Sr. no	Description	Specification	
1	Rating	125 KVA	
2	Phase	Three	
3	Frequency	50Hz	
4	Voltage	415 Volts AC	
5	Power Factor	0.8	
6	Electric Battery Starting Voltage	12 V DC,	
7	Engine Type	Diesel Engine, Four Cylinder, 1500 rpm	
8	Inbuilt Control Panel		
(a)	Digital Genset Control Unit		
(b)	MCB/MCCB, Control card, Fuses, Terminal Block, ON/OFF switches as per DG Set rating		
(c)	With CT, PT, Copper Bus Bar and Wires as per DG Set rating		
8 (a)	Features of Digital Genset Control Unit		
Sr. No.	Display Parameters	Mechanical Safeties	Electrical Safeties
(i)	Engine running hours	Under/Over speed	Under/Over Voltage
(ii)	Lub. Oil pressure	Low lub. Oil pressure	Under/Over Frequency
(iii)	Water temperature	High engine coolant temperature for liquid cooled engine	Phase failure
(iv)	Battery Voltage	Low coolant level for liquid cooled engines	Phase sequence reverse
(v)	Phase Voltage	Low fuel level (Alarm)	Over current
(vi)	Line Current	High canopy temperature	Over KW
(vii)	Frequency	Fuel level in % or Litres	Battery charging

			failure
(viii)	Average Voltage		Low fuel level
(ix)	Average Current		Number of engine start
(x)	KW		
(xi)	KWH		
(xii)	KVA		
(xiii)	KVAR		
(xiv)	Power Factor		

3. **Earthing of DG Sets:** The scope of work cover supply of earthing material and installation for 2 x 125 KVA DG sets at site (Tumlingtar). Earthing should be done with copper plate of size 600X600X3 mm thick and copper strip of size 25X3 mm in 40 mm dia GI Pipe or Chemical earthing including civil works of earthing complete in all respect as per the Tentative Bill of Quantities (BOQ) for installation material listed at **Annexure-I**.
4. **Exhaust Piping of DG Sets:** The scope of work cover Supply and installation for 2 x 125 KVA DG Sets at site (Tumlingtar). Exhaust pipe, bend, flange shall be of minimum 4" dia, MS with nuts, bolts and washers for two numbers 125 KVA DG Sets as per the Tentative Bill of Quantities (BOQ) for installation material listed at **Annexure-I**. The fabrication works shall be done at site. The exhaust system and noise suppressor shall be provided with thermal insulation by using fire retardant/non igniting foam conforming to BIS 7888/BS 4375 to prevent excess heat radiation on the engine and safe for operator.
5. **Acoustic Encloser:** Acoustic enclosure shall be power coated and fabricated of minimum 16 SWG CRCA MS sheet. The silent canopy shall be of nut bolt type construction. Canopy panel and door shall have inside lining of FIRE-RETARDANT foam as acoustic material up-to 200 KVA. Hinged doors shall be provided to canopy, one door shall have glass window for control panel. The canopy shall have provision of emergency push button, which shall be housed in protective enclosure with a glass front.
6. **Documentation:** Minimum one set of following documents shall be provided with each set of DG Set:
 - O&M Manuals of DG Set
 - Packing list of DG Set
 - Test certificate of DG Set, Engine and Alternate

B. SCOPE OF WORK AND TECHNICAL SPECIFICATIONS FOR AMF cum AC DISTRIBUTION PANEL BOARD FOR 2 x 125 KVA DG SETS.

1.0 SCOPE OF WORK:

The scope of cover design, manufacturing, assembly, testing at manufacturer's works, Supply, Transportation, Un-loading, Installation, Commissioning and Testing of One no. AMF cum AC Distribution Panel Board for 2 x 125 KVA DG Sets (Including earthing works with material and Cabling works with material) as per Tentative Bill of Quantities (BOQ), Single line diagram and Tentative panel board dimension at **Annexure – II, III and IV** respectively and Dismantling of existing panel board at residence cum office complex of SAPDC Arun-3 HEP, Tumlingtar.

2.0 STANDARDS:

The AC Distribution boards offered under this specification shall conform to latest revision of relevant Indian Standard Specification.

3.0 PRINCIPAL PARAMETERS:

3.1 The AC distribution boards covered in this specification shall meet the general technical requirements furnished below, as per the Tentative Bill of Quantities (BOQ) of various components listed at **Annexure-II** and single-line diagram & Tentative dimension of panel board as per **Annexure – III & IV**.

4.0 GENERAL TECHNICAL REQUIREMENTS.

4.1 Constructional Features:

- 4.1.1 The board shall be sheet steel enclosed, indoor, floor mounted modular, self-supporting type made up of the requisite vertical sections.
- 4.1.2 It shall be dust & vermin proof with a degree of protection of IP-52.
- 4.1.3 It shall be possible to extend the panel board on both sides by addition of vertical sections the end covers.
- 4.1.4 A metal frame made of M.S. channel shall be provided as base frame
- 4.1.5 It shall be provided with cable entry at bottom with 3 mm removable gland plate.
- 4.1.6 The panel board shall be of uniform height of not more than 2500 mm and it shall be of single front execution. It shall be provided with busbars running at top along the length of the panel board in separate sheet steel enclosure. The board shall be provided with gasket all round including removable covers & doors. All the operating devices shall be provided only on the front of the board.
- 4.1.7 The height of the top most operating handle shall not be more than 2000 mm and that of the bottom most operating handle shall not be less than 300mm.
- 4.1.8 The board shall be divided into distinct sections comprising of
 - a) metal enclosed busbar compartment running horizontally
 - b) Individual feeder modules arranged in multitier formation.
 - c) Enclosed vertical busbars serving all modules.

d) Vertical cable alley covering entire height.

Metal sheet shall be provided between two adjacent vertical sections running to full height of the board.

- 4.1.9 All equipment associated with a single circuit shall be housed in a separate module compartment. The compartment shall be sheet steel enclosed on all sides and rear. A plate cover with a slot to permit wiring connections shall be provided on the side corresponding to the cable alley. The front of the compartment shall be provided with hinged door, properly drilled for mounting the board. Necessary hardware shall also be provided for the same.
- 4.1.10 Only the handles of switches, push buttons knobs and cut outs for lamps & meters shall be arranged on front of the respective compartment to permit operation without opening the door. All cut outs shall be gasketed for dust proofing.
- 4.1.11 Cable alley shall be provided with suitable hinged door. Vertical bus bar compartments shall be provided with adequate shrouding & bolted covers.
- 4.1.12 Rear of the board shall be provided with removable panels.
- 4.1.13 All doors shall be provided with concealed type hinges and captive screws.
- 4.1.14 All identical equipment and corresponding parts of similar ratings shall be fully interchangeable.

4.2 Sheet Metal Work:

- 4.2.1 The board frame shall be fabricated using pressed & shaped CRCA sheet steel of minimum 1.6 mm thickness.
- 4.2.2 The tentative overall dimension of the panel should not increase by 3500X500X2000 as per **Annexure – IV**. The mounting of MCCB in the panel board shall be as per Annexure – IV.
- 4.2.3 The Board shall be enclosed by sheet steel of minimum 1.6 mm thickness smoothly finished. Doors & covers shall be made of minimum 1.6 mm thick sheet steel. Adequate stiffeners shall be provided wherever necessary.
- 4.2.4 All panel edges and door edges shall be reinforced against distortion. Cut outs shall be true in shape and avoid of sharp edges.
- 4.2.5 The complete structure shall be rigid, self-supporting free from vibration, twists & bends.

4.3 Painting:

All sheet steel work shall be painted in accordance with the following procedure.

- 4.3.1 Oil, grease, dirt and swan shall be thoroughly removed by emulsion cleaning.
- 4.3.2 All sheets shall be first painted with metal primer, epoxy coated.
- 4.3.3 The panel then painted with colour shade as per IS.
- 4.3.4 Finished painted appearance of equipment shall present an aesthetically, pleasing appearance, free from dents and uneven surfaces.

4.4 Main Bus & Taps:

- 4.4.1 The board shall be provided with three phase and neutral busbars.
- 4.4.2 Busbars shall be of uniform cross section in two sections along the length of the panel board as per Single line diagram.
- 4.4.3 The busbars shall be made of high conductivity aluminium of minimum 40 X 10 mm.
- 4.4.4 Busbars shall be adequately supported and braced to withstand the stresses due to the specified short circuit currents. Busbar supports shall be made of insulating material (moulded plastic material or cast resin).
- 4.4.5 Separate supports shall be provided for each phase of the busbars. If a common support is provided for all three phase, antitracking barriers shall be incorporated.
- 4.4.6 Busbar joints shall be complete with high tensile steel bolt and washers and nuts. Busbars shall be thoroughly cleaned at the joint locations and a suitable contact grease shall be applied just before making a joint.

4.5 Moulded Case Circuit Breakers (MCCB):

- 4.5.1 Wherever specified moulded case Circuit Breakers shall be provided for circuit protection. They shall be suitable for over load and short circuit protection of the feeders.
- 4.5.2 The circuit breaker shall have switching mechanism, contact system, arc extinguishing device and a tripping unit contained in a compact moulded case and cover.
- 4.5.3 The insulating case and cover shall be made of high strength, heat resistant, flame retardant material.
- 4.5.4 The MCCB shall be provided with a quick make- quick break type of switching mechanism which a definite speed of travel of moving contacts is ensured.
- 4.5.5 The MCCB shall employ a maintenance free contact system designed to minimize the let through energies while handling abnormal currents.
- 4.5.6 An indicator showing ON, OFF and TRIPPED positions shall be provided.
- 4.5.7 Suitable for padlocking in 'OFF' position.

4.6 Current Transformers:

- 4.6.1 Current transformers shall be dry type.
- 4.6.2 Current transformers shall have a short time withstand rating equal to the short time withstand rating of the associated board for one second.
- 4.6.3 Rated burden shall be as specified in the single line diagram.
- 4.6.4 All current transformers shall be earthed through a separate earth link on the terminal block to permit easy measurement of the current transformer's insulation resistance.

4.7 Indicating Instruments and Meters:

Digital Electrical measuring instruments shall be of minimum 96X96 mm. size for incoming and outgoing and suitable for flush mounting.

4.8 Indicating Lamps:

The indicating lamps shall be Cluster LED type having low watt consumption and shall be provided, translucent lamp cover of appropriate colour.

4.9 Control & Selector Switches

- 4.9.1 The control & selector switches shall be adequately rated for the purpose intended and shall be rotary type. They shall be provided with plates clearly marked to show the position.
- 4.9.2 The selector switches shall be maintained contact stay put type. Further switches in ammeter circuit shall have make before break type contact & shall be provided with oval handles.

4.10 Push Buttons:

The push buttons shall be of momentary contact push to actuate type rated to carry 10A at 240V A.C. It shall be fitted with self-reset, 2 No. & 2 NC contacts. It shall be provided with integrate plate marked with its function. Start, open, close, push buttons shall be green in colour & stop push button shall be red in colour. All other push buttons shall be black.

4.11 Internal Wiring:

- 4.11.1 Wiring inside the board shall be carried out with 1100/650V grade. PVC insulated, stranded conductor wires. Minimum size of conductor for power circuits shall be as per outing going and incomer's rating. Control circuits shall be wired with copper conductor of at least 2.5 sq.mm. for CT circuits & 1.5 sq.mm. for other circuits.
- 4.11.2 Engraved identification ferrules, marked to correspond with the wiring diagrams shall be fitted to each wire. Ferrules shall be of yellow colour with black lettering.
- 4.11.3 Spare auxiliary contacts of all equipment forming part of the board shall be wired up to the terminal blocks.
- 4.11.4 Wiring shall be terminated on preferably stud type terminal blocks such that the wires are connected by cable-lugs with nuts & washers/lock nuts.

4.12 Terminal Blocks:

- 4.12.1 Terminal blocks (both for power and control circuits) shall be of reputed make specially for CT and PT circuits. It shall comprise finely threaded pairs of brass studs, links between each pair of studs, washers, nuts and lock nuts. The studs, shall be accurately locked within the mounting base to prevent their turning. Insulated barriers shall be provided between adjacent terminals.
- 4.12.2 Terminal blocks shall be adequately rated to carry the current of the associated circuit. Minimum rating of the terminal block shall be 10A.
- 4.12.3 Terminals shall be numbered for identification, Engraved white-on-black labels shall be provided on the terminal blocks, describing the function of the circuit.
- 4.12.4 4.12.4 Where duplication of a terminal block is necessary, it shall be achieved by solid bonding links.
- 4.12.5 Terminal blocks for CT secondary lead wires shall be provided with shorting and disconnecting/earthing facilities.

4.12 Labels:

- 4.13.1 All labels shall comprise white letters on a black background.
- 4.13.2 Labels shall be made of non-rusting metal or 3 ply engraved PVC.
- 4.13.3 Labels shall be properly fixed, with provision to prevent distortion due to expansion.
- 4.13.4 Size of lettering shall be 6 mm., unless otherwise specified for incoming outgoing feeders.

4.13 Earthing:

- 4.14.1 Each Board, shall be provided with an earth busbar running along the entire length of the board. Material and size of the earth busbar shall be as specified. At either end of the earth bus, one (1) clamp type terminal with nuts, bolts and earthing conductor shall be provided for bolting Purchaser's earthing conductor. In case the earth bus is provided near top of the Board. One down comer at either end shall be provided for connection to the Owner's earthing conductor.
- 4.14.2 Earth busbars shall be supported at suitable intervals.
- 4.14.3 Positive connection between all the frames of equipment mounted in the switchboard and earth busbar shall be provided by using insulated copper wires/bare busbars of cross section equal to that of the busbar.
- 4.14.4 All instrument and relay cases shall be connected to the earth busbar using 1100/650V grade, 2.5 sq.mm. stranded copper earthing conductor.

5 **Power Cable:** Scope of work for power cable shall be supply, installation and dismantling of existing cabling. The power cable of minimum size 95sqmm copper, 3.5 Core, Armoured, 1100V shall be used with copper lugs and Metallic Gland for termination between 2 x 125 KVA DG Sets to AC Distribution Panel Board. Tentative Bill of Quantities (BOQ) for power cables listed at **Annexure – I**.

6 **Documentation:** Minimum one set of following documents shall be provided with AMF cum AC Distribution Panel Board:

- Circuit Diagram for Distribution Section (Incomer and Outgoing), Auto Busbar Section and AMF Section.
- Test certificate of Panel Board

7 Present Electrical Scheme:

- 7.1 There are three sources of supply, Two DG sets and one incomer of NEA power supply.
- 7.2 Connected load is single phase for office, residential complex, external illumination and three Phase for Submersible Water Pump & Lift.
- 7.3 Refer Single Line Diagram (**Annexure – III**) for proposed distribution scheme.

8 Proposed interlock scheme:

- 8.1 Both DG sets should be able to start independently if Bus Coupler is OFF with first priority to NEA supply.
- 8.2 Both DG sets should not get ON if Bus Coupler is ON.

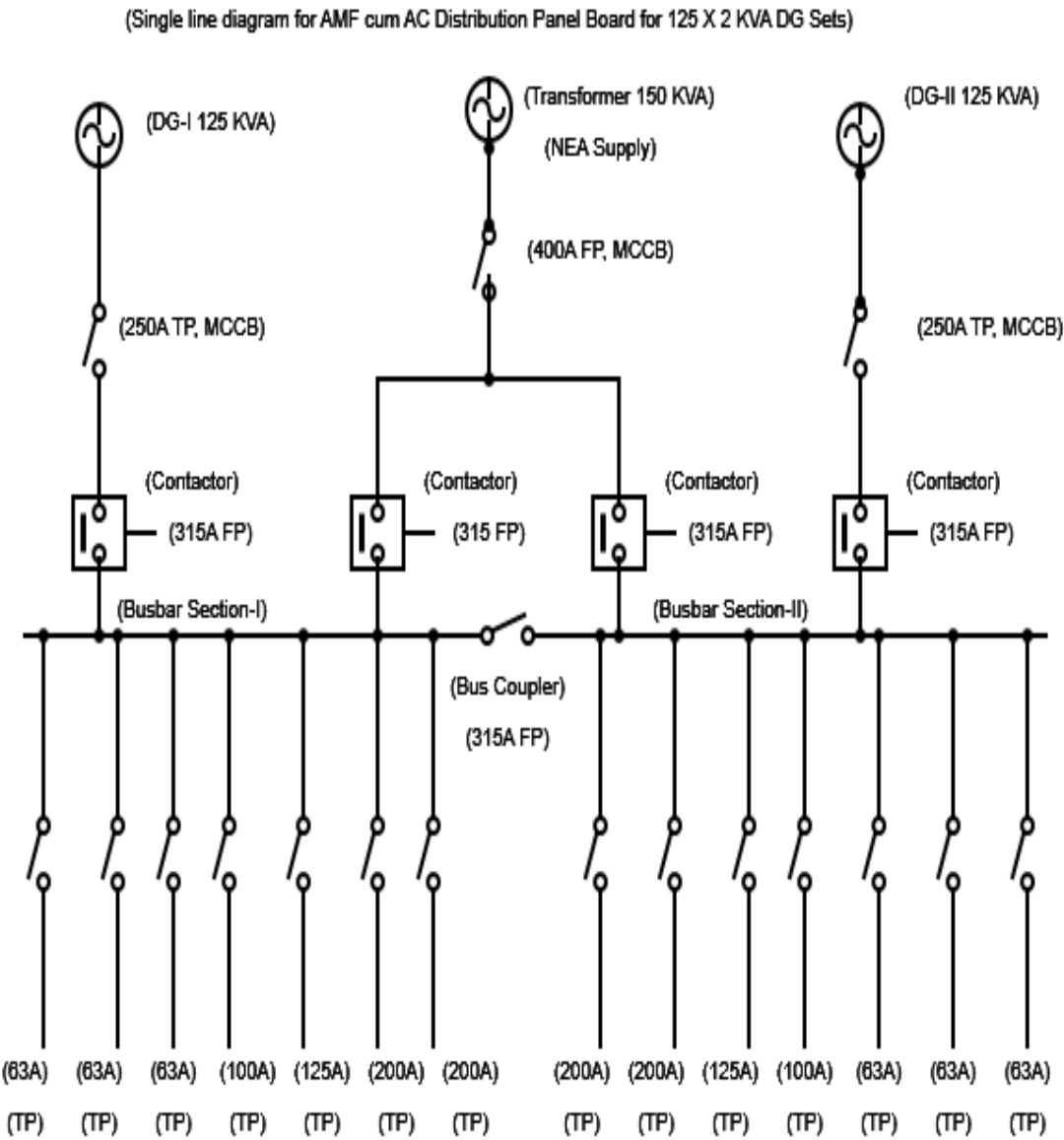
Annexure - I**Bill of Installation Material for 2 x 125 KVA DG Set and One no. AMF cum AC Distribution Panel Board:**

Sr. No.	Description	Specifications	Make	Qty.	Unit
1	Earthing Strip	Earthing Strip, (25 X 3) mm, Copper		50	Kg
2	Earthing Material	Earthing Set with Chemical		10	Set
3	Power cable	Power cable, 95 Sq.mm, 3.5 Core, Copper, Armoured, 1100 V Grade.	Rathi/Pioneer/Premier	40	Mtr.
4	Control cable	Control cable, 1.5 mm, 10 Core, Copper, Armoured,	Rathi/Pioneer/Premier	40	Mtr.
5	Cable Lugs	Cable Lugs, 95 Sq.mm, Copper	Dowells or equivalent	25	No.
6	Cable Gland	Cable Gland, Metallic, 40 mm		10	No.
7	Cable Tie	Cable Tie, 250 mm		2	Pkt
8	Exhaust Pipe	Exhaust Pipe, 4", MS		4	No.
9	Bend	Bend, 4", MS		4	No.
10	Flange	Flange, 4", MS		8	No.
11	Nut, Bolt and Washer	Nut, Bolt and Washer, GI		25	Set

Bill of Material for AMF cum AC Distribution Panel Board for 2 x 125 KVA DG SETS:

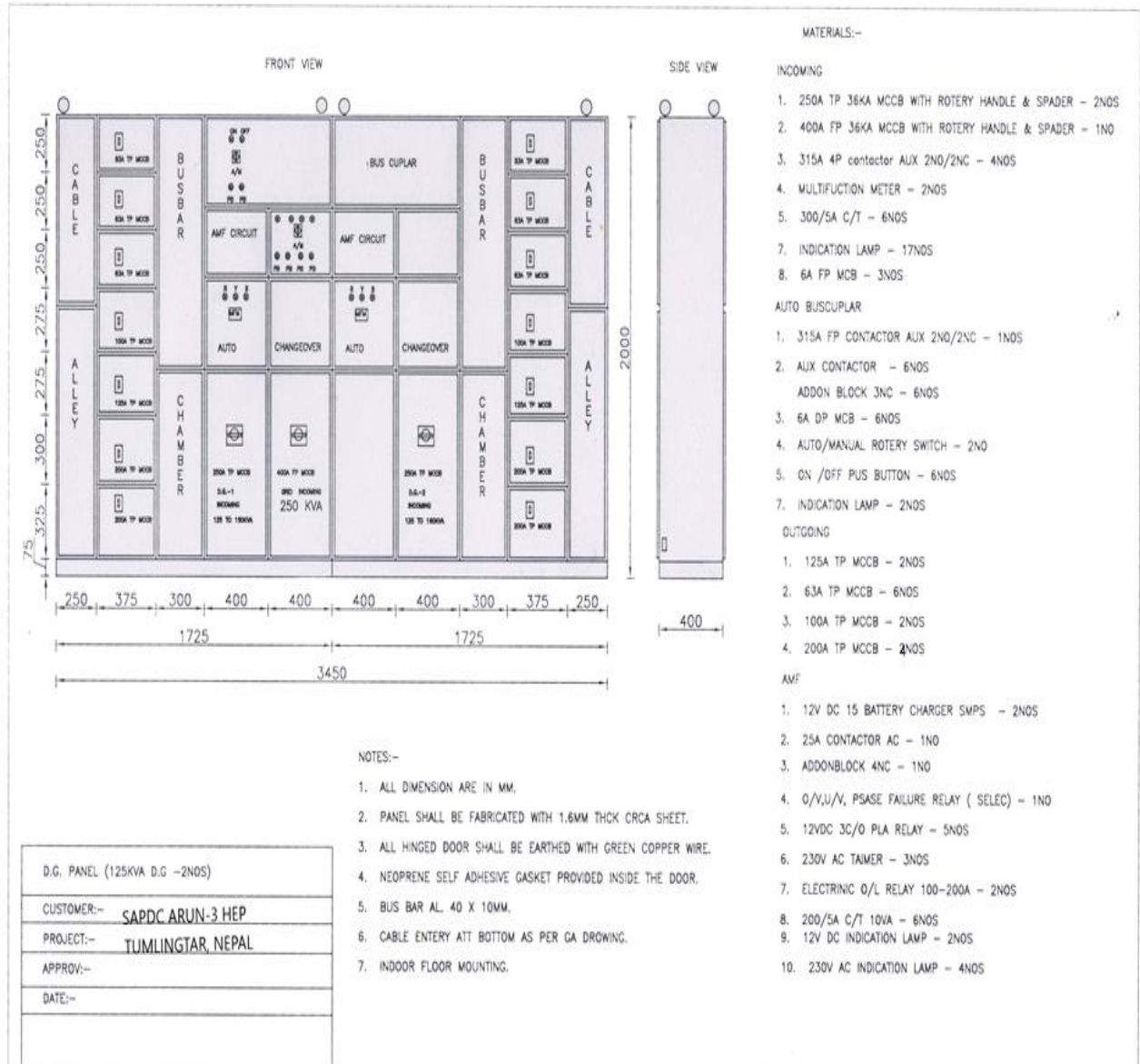
Sr. No.	Description	Make	Qty.	Unit
(A) Main Incomer Section (01 No. for NEA Supply and 02 Nos. for 125 KVA DG Sets)				
1	MCCB, 250 A, TP, 36 KA with Rotary Handel	L&T, ABB, Siemens	02	Nos
2	MCCB, 400 A, FP, 36 KA with Rotary Handel	L&T, ABB, Siemens	01	Nos
3	Contactor, 315 A, FP, 36 KA with Aux. Contacts (2NC/2NC)	L&T, ABB, Siemens	04	Nos
4	Multifunction Meter, Digital, 96X96mm	L&T, ABB, Siemens	02	Nos
5	CT, 300/5A,	L&T, ABB, Siemens	06	Nos
6	Indication lamp, LED	C&S, L&T or equivalent	20	Nos
7	MCB, FP, 6A	L&T, ABB, Siemens	05	Nos
(B) Out Going Section				
1	MCCB, 63A, TP, 36 KA	L&T, ABB, Siemens	06	Nos
2	MCCB, 100A, TP, 36 KA	L&T, ABB, Siemens	02	Nos
3	MCCB, 125A, TP, 36 KA	L&T, ABB, Siemens	02	Nos
4	MCCB, 200A, TP, 36 KA	L&T, ABB, Siemens	04	Nos
(C) Bus Coupler Section				
1	Contactor, FP, 315A with Auxiliary contacts (2NO/2NC)	L&T, ABB, Siemens	01	Nos
2	Contactor, 3P, 16A	L&T, ABB, Siemens	06	Nos
3	Addon Block, 3NC	L&T, ABB, Siemens	06	Nos
4	MCB, DP, 6A	L&T, ABB, Siemens	08	Nos
5	Auto/Manual Rotary Switch	L&T, ABB, Siemens	02	Nos
6	ON/OFF Push Button	L&T, ABB, Siemens	06	Nos
7	Indicating Lamp, LED, 230V AC	C&S, L&T or Equivalent	02	Nos
(D) AMF Section				
1	Battery Charger, SMPS, 12V DC, 15A	bps or Equivalent	02	Nos
2	Contactor, 3P, 25A	L&T, ABB, Siemens	02	Nos
3	Addon Block, 4NC	L&T, ABB, Siemens	02	Nos
4	Relay (Phase Failure, O/V and U/V)	C&S, L&T or Equivalent	01	Nos
5	Relay, 12V DC, 4C/O, With base	Salzer, PLA or Equivalent	07	Nos
6	Timer, 230V AC,	GIC or equivalent	03	Nos
7	Electronic O/L Relay (100A-200A)	BCH or Equivalent	02	Nos
8	CT, 200/5A, 10VA	Reputed	06	Nos
9	Indication Lamp LED, 12V DC	C&S, L&T or Equivalent	02	Nos
10	Indication Lamp LED, 230V AC	C&S, L&T or Equivalent	04	Nos

**Single line diagram of AMF cum AC Distribution Panel Board for 2 x 125 KVA DG
Sets:**



ANNEXURE - IV

Tentative drawing of AMF cum AC Distribution Panel Board for 2 x 125 KVA DG Sets:



C. SCOPE OF WORK AND TECHNICAL SPECIFICATIONS FOR 1 x 200 KVA SILENT DIESEL GENERATING SET AND ACCESSORIES:

1. SCOPE OF WORK:

The scope of work cover Supply, Transportation, Un-loading, Installation, Commissioning and Testing of one number 200 KVA Silent DG Sets (Including earthing works with material, Exhaust piping works with material and Cabling works with material) near Vill. Kerabari, Surge Shaft Colony area of SAPDC Arun-3 HEP.

2. TECHNICAL SPECIFICATIONS:

Sr. no	Description	Specification	
1	Rating	200 KVA	
2	Phase	Three	
3	Frequency	50Hz	
4	Voltage	415 Volts AC	
5	Power Factor	0.8	
6	Electric Battery Starting Voltage	24 V DC,	
7	Engine Type	Diesel Engine, Six Cylinder, 1500 rpm	
8	Inbuilt Control Panel		
(a)	Digital Genset Control Unit		
(b)	MCB/MCCB, Control card, Fuses, Terminal Block, ON/OFF switches as per DG Set rating		
(c)	With CT, PT, Copper Bus Bar and Wires as per DG Set rating		
8 (a)	Features of Digital Genset Control Unit		
Sr. No.	Display Parameters	Mechanical Safeties	Electrical Safeties
(i)	Engine running hours	Under/Over speed	Under/Over Voltage
(ii)	Lub. Oil pressure	Low lub. Oil pressure	Under/Over Frequency
(iii)	Water temperature	High engine coolant temperature for liquid cooled engine	Phase failure
(iv)	Battery Voltage	Low coolant level for liquid cooled engines	Phase sequence reverse
(v)	Phase Voltage	Low fuel level (Alarm)	Over current
(vi)	Line Current	High canopy temperature	Over KW
(vii)	Frequency	Fuel level in % or Litres	Battery charging failure
(viii)	Average Voltage		Low fuel level
(ix)	Average Current		Number of engine start
(x)	KW		
(xi)	KWH		
(xii)	KVA		
(xiii)	KVAR		
(xiv)	Power Factor		

3. **Earthing of DG Sets:** The scope of work cover supply of earthing material and installation at site (Surge shaft colony) for 1 x 200 KVA DG Set. Earthing should be done with copper plate of size 600X600X3 mm thick and copper strip of size 25X3 mm in 40 mm dia GI Pipe or chemical earthing including civil works of earthing complete in all respect as per the Tentative Bill of Quantities (BOQ) for installation material listed at **Annexure-V**.
4. **Exhaust Piping of DG Sets:** Supply of Exhaust pipe, bend, flange shall be of minimum 6" dia, MS with nuts, bolts and washers as per the Tentative Bill of Quantities (BOQ) for installation material listed at **Annexure-V** for 1 x 200 KVA DG Set. The fabrication works shall be done at site. The exhaust system and noise suppressor shall be provided with thermal insulation by using fire retardant/non igniting foam conforming to BIS 7888/BS 4375 to prevent excess heat radiation on the engine and safe for operator.
5. **Acoustic Encloser:** Acoustic enclosure shall be power coated and fabricated of minimum 16 SWG CRCA MS sheet. The silent canopy shall be of nut bolt type construction. Canopy panel and door shall have inside lining of FIRE-RETARDANT foam as acoustic material up-to 200 KVA. Hinged doors shall be provided to canopy, one door shall have glass window for control panel. The canopy shall have provision of emergency push button, which shall be housed in protective enclosure with a glass front.
6. **Power Cable:** Scope of work for power cable shall be supply and installation for 1 x 200 KVA DG Set at site (Surge Shaft Colony). The power cable of minimum size 150sqmm copper, 3.5 Core, Armoured, 1100V shall be used with copper lugs and Metallic Gland for termination between 200 KVA DG Sets to AC Distribution Panel board. Tentative Bill of Quantise (BOQ) of power cables listed at **Annexure – V**.
7. **Documentation:** Minimum one set of following documents shall be provided with DG Set:
 - O&M Manuals of DG Set.
 - Packing list of DG Set.
 - Test certificate of DG Set, Engine and Alternator.

Annexure - V**Bill of Material for Installation Material for 1 x 200 KVA DG Set**

Sr. No.	Description	Specifications	Make	Qty.	Unit
1	Earthing Strip	Earthing Strip, (25 X 3) mm, Copper		20	Kg
2	Earthing Material	Earthing Pipe with Chemical		4	Set
3	Power cable	Power cable, 150 Sq.mm, 3.5 Core, Copper, Armoured, 1100 V Grade.	Rathi/Pioneer/Premier	25	Mtr.
4	Cable Lugs	Cable Lugs, 150 Sq.mm, Copper	Dowells or equivalent	10	No.
5	Cable Gland	Cable Gland, Metallic, 50 mm		2	No.
6	Cable Tie	Cable Tie, 250 mm		1	Pkt
7	Exhaust Pipe	Exhaust Pipe, 6", MS		2	No.
8	Bend	Bend, 6", MS		2	No.
9	Flange	Flange, 6", MS		4	No.
10	Nut, Bolt and Washer	Nut, Bolt and Washer, GI		20	Set

BILL OF QUANTITIES									
Name of Work: PPR 111 “Supply, Installation, Commissioning and Testing of 2 x 125 KVA DG Sets with AMF cum AC Distribution Panel Board at Office cum Residential Complex, Tumlingtar and 1 x 200 KVA DG Set near Vill. Kerabari, Surge Shaft Colony area of SAPDC Arun-3 HEP, Distt. Sankhuwasabha, Nepal”									
Sr. No	Description of items	Make/ Brand	Specifications	Unit	Qty	Offered Make/ Brand	Rate (NPR) Inclusive of VAT		Amount (NPR)
							In Figures	In Words	
1	2 x 125 KVA DG Set, AMF cum AC Distribution Panel and Accessories	Kirloskar/ Cummins/ Kohler							
1.1	125 KVA Silent Diesel Generating Set	-	As per Scope of work and Technical Specification	Set	2				
1.2	AMF cum AC Distribution Panel Board for 2 x 125 KVA DG Sets	-	As per Scope of work and Technical Specification	No.	1				
1.3	Installation material for 2 x 125 KVA DG Sets and one no. AMF cum AC Distribution Panel Board	-	As per Scope of work and Technical Specification	Lot	1				
1.4	Installation Works for 2 x 125 KVA DG Sets and one no. AMF cum AC Distribution Panel Board and Dismantling of existing system.	-	As per Scope of work and Technical Specification	Job	1				
1.5	Transportation & Unloading for 2 x 125 KVA DG Set, Panel Board and Accessories (At Office cum Residential Complex of	-	As per Scope of work	Lot	1				

	SAPDC Arun-3 HEP, Tumlingtar)								
2	1 x 200 KVA DG Set and Accessories	Kirloskar/ Cummins/ Kohler							
2.1	200 KVA Silent Diesel Generating Set	-	As per Scope of work and Technical Specification	Set	1				
2.2	Installation material for 1 x 200 KVA DG Set	-	As per Scope of work and Technical Specification	Lot	1				
2.3	Installation Works for 1 x 200 KVA DG Set	-	As per Scope of work and Technical Specification	Job	1				
2.4	Transportation & Unloading for 1 x 200 KVA DG Set and Accessories (At Power House Site - Surge Shaft Colony)	-	As per Scope of work	Lot	1				
Total Amount (NPR) Inclusive of VAT									
Overall Discount offered, if any (%)									

Note:

- 1) Sr. No. 1.2 to 1.4 in above BOQ are part of 2 x 125 KVA DG Set and will be supplied and installed all together at Office cum Residential of SAPDC Arun-3 HEP.
- 2) Sr. No. 2.2 to 2.3 in above BOQ are part of 1 x 200 KVA DG Set and will be supplied and installed all together at Power House Site (Surge Shaft Colony) of SAPDC Arun-3 HEP.
- 3) Further, only unconditional discount offered at appropriate place in the BOQ shall be considered for evaluation and discount offered or any other charges/taxes mentioned in any other document/letter submitted in bid shall not be considered for evaluation.

Date:

Place:

Bidders Name and Signature along with seal

FORM OF DECLARATION

M/s------(name of Bidder/Supplier) having its registered office at ----- (hereinafter referred to as ‘the Bidder/Supplier’) having carefully studied all Terms and conditions, scope of work BOQ etc. and all corrigendum (if any) pertaining to the ‘**Supply, Installation, Commissioning and Testing of 2 x 125 KVA DG Sets with AMF cum AC Distribution Panel Board at Office cum Residential Complex, Tumlingtar and 1 x 200 KVA DG Set near Vill. Kerabari, Surge Shaft Colony area of SAPDC Arun-3 HEP, Distt. Sankhuwasabha, Nepal (PPR-111)**’ the local and site conditions and having undertaken to execute the said works.

DO HEREBY DECLARE THAT:

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

Date:

For and on behalf of the bidder /Supplier

.....

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

BANK ACCOUNT DETAILS

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

Copy of cancelled cheque may also be attached

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

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

FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(Refer clause 9 of NIQ)

WHEREAS _____ (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated _____ (date) for " Supply, Installation, Commissioning and Testing of 2 x 125 KVA DG Sets with AMF cum AC Distribution Panel Board at Office cum Residential Complex, Tumlingtar and 1 x 200 KVA DG Set near Vill. Kerabari, Surge Shaft Colony area of SAPDC Arun-3 HEP, Distt. Sankhuwasabha, Nepal (PPR-111)"

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. does not accept the correction of the Bid Price pursuant to Clause 7.0 of this document.
 - b. adopts corrupt or fraudulent practices

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

This Guarantee will remain in force up to and including the date 120 days after the deadline for submission of Bids as stated in the invitation to bid or as it may be extended by the SJVN Arun-3 Power Development Company Private Limited notice of which extensions(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____

SIGNATURE OF THE BANK _____

WITNESS _____

SEAL _____

(Signature, name and address)

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT

(Refer clause 12 of NIQ)

Date:

To,

{Insert Name & Address of the Employer}

We have been informed that(the “company”), having its registered office at has entered into a Agreement on20.... with you for the work of “Supply, Installation, Commissioning and Testing of 2 x 125 KVA DG Sets with AMF cum AC Distribution Panel Board at Office cum Residential Complex, Tumlingtar and 1 x 200 KVA DG Set near Vill. Kerabari, Surge Shaft Colony area of SAPDC Arun-3 HEP, Distt. Sankhuwasabha, Nepal (PPR-111)”.

In accordance with the terms of the AGREEMENT, the Company is required to submit an unconditional and irrevocable, payable on-demand bank guarantee of NPR (Nepalese Rupees only), (the "**Security Amount**") to SAPDC for the due and faithful performance of the Company's obligations under the AGREEMENT (the "**Performance Security**") and we(name and address of the Bank, hereinafter called the "**Guarantor**") have at the request of the Company agreed to provide such Performance Security, being this Bank Guarantee (Performance Security) No.

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

The term of this Performance Security shall commence on the date of its issuance and shall expire on the date 45 days beyond the completion period (the "**Expiry Date**").

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

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

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

Notwithstanding anything contained hereinabove:

- (1) Our liability under this Guarantee shall not exceed the Security Amount
- (2) Any demand may be brought by SAPDC under this Guarantee up to close of business on the Expiry Date.
- (3) We shall be liable to pay any amount under this Guarantee or part thereof only if we receive a claim or demand in writing within banking hours at our branch on or before the Expiry Date and if no such demand has been received by us by that time and date, all rights to bring any demand under this guarantee will cease.

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

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

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

Signed for and on behalf of:

Name:

Designation:.....

Seal of the Bank:.....

Signed for and on behalf of:

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

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

Name:.....

Designation:.....

Seal of the Bank:.....

Signed for and on behalf of:...../

(To be executed on plain paper at the time of submission of bid)

INTEGRITY PACT

Between

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

And

M/s _____, a company/
firm/ individual (status of the company) constituted in accordance with the relevant law in the
matter _____ and _____ having _____ its _____ registered _____ office _____ at _____

_____ represented by Shri/Smt. _____, hereinafter referred to
as "The Bidder/Contractor" which expression shall mean and include, unless the context
otherwise requires, his successors and permitted assigns of the **Second Part**.

WHEREAS the Employer proposes to procure under laid down organizational procedures,
contract for "Supply, Installation, Commissioning and

Testing of 2 x 125 KVA DG sets with AMF cum
A.C. Distribution Board Panel Board at office cum

Residential Complex, Tumlingtar and 1 x 200 KVA DG Set near vill.
Kerabari, Surge Shaft Colony area of SAPDC Arun-3 NEP, Distt.

Samkhuwasabha, Nepal and the Bidder/Contractor is willing to offer against
N.R. Ref No.: SAPDC/PRC/PPR-111/2090-605 dated 26/07/2020

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.
- 2.0 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.

3.0 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 :-

- 3.1 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.
- 3.2 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.

3.3 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.

3.4 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

3.5 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.

3.6 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.

3.7 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.8 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.

3.9 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.

3.10 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.11 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).

3.12 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.

3.13. The Bidder/supplier shall follow all rules and regulations of India and/or Nepal.



4.0 Previous Transgression

- 4.1 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*).
- 4.2 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.

5.0 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.

6.0 Sanctions for Violations

- 6.1 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 call off the pre contract negotiations 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.
- 6.2 The Employer will be entitled to take all or any of the actions mentioned at para 6.1 (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.
- 6.3 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.

7.0 Independent External Monitor(s)

- 7.1 The Employer has appointed Independent External Monitor(s) (hereinafter referred to as Monitors) for this Pact.
- 7.2 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.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, 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.
- 7.5 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.
- 7.6 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.



- 7.7 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.
- 7.8 The Monitor will submit a written report to the CMD/CEO/MD of Employer within 10 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.
- 7.9 The word 'Monitor' would include both singular and plural.

8.0 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.

9.0 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.

10.0 Other Legal Actions

- 10.1 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.
- 10.2 Changes and supplements as well as termination notice need to be made in writing.
- 10.3 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.

11.0 Validity

- 11.1 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.
- 11.2 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.



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

Employer




Name of the Officer: **Vivek Sharma**

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

Place-----

Date-----

Witness1. 
Sangeet K. Sharma
Manager (P&C), SAPDC

(Name and address)

2. ANUPAM SHARMA

Dy. Manager (P&C),
(Name and address) SAPDC,
Tumlingtar, Nepal.

Bidder

(Authorised Person)

(Name of the Person)

Designation

Place-----

Date-----

Witness1. _____

(Name and address)

2. _____

(Name and address)

GUIDELINES ON BANNING OF BUSINESS DEALINGS

1.0 Introduction

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

2.0 Scope

- 2.1 The Information for Bidders/ Instruction to Bidders/Notice Inviting Tender/Notice Inviting Quotations and even the General Conditions of Contract (GCC) of Employer generally provide that Employer shall have the rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct or fraud or anything unethical not expected from a reputed contractor.
- 2.2 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.3 These guidelines shall apply to all the Projects/ Power Stations/ Regional Offices/ Liaison Offices of SJVN including its subsidiaries/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 Ministry of Energy, Water Resources and Irrigation, Government of Nepal.
- 6.4 If the Agency has resorted to corrupt, fraudulent practices including misrepresentation of facts;
- 6.5 If the Agency uses intimidation / threatening or brings undue outside pressure on Employer or its official for acceptance / performances of the job under the contract;
- 6.6 If the Agency misuses the premises or facilities of Employer, forcefully occupies or damages Employer's properties including land, water resources, forests / trees or tampers with documents/records etc. (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7.0 Banning of Business Dealings

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

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

- 8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.



8.2 The effect of such an order would be that the Agency would not be qualified for competing in Open Tender Enquiries or Limited Tender Enquiries till the period mentioned in the order.

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

9.0 Show-cause Notice

9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency, Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.

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

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

- 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 Corporate Office for displaying the same on SJVN website.
- ii) Corporate Contracts Department, SJVN shall also forward the name and details of the Agency(ies) banned to the Ministry of Power, GoI besides forwarding the name and details to the contracts/procurement group of all CPSUs of power sector.



FORM OF DECLARATION OF ELIGIBILITY

UNDERTAKING

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

(Seal & signature of the Contractor)