

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



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

**Ref.No.:** SAPDC/P&C/PPR-94 /2019-165

**Dated:** 25.10.2019

**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/India for “**Supply, transportation, loading & unloading, installation etc. (complete as per Scope of Work) of quality control laboratory equipment along with complete accessories at SAPDC, Arun-3 HEP Dam site at Phaksinda, Sankhuwasabha Distt. Nepal (PPR-94)**” as per the details provided here-in-below:-

Sr. No.	Description	Remarks
1.	Scope of work	Refer <i>Annexure 'A'</i>
2.	Technical Specifications	Refer <i>Annexure 'B'</i>
3.	Bill of Quantities (BOQ)	Refer <i>Annexure 'C'</i>

**TERMS & CONDITIONS (T&C):**

**1. Minimum Qualifying Requirements**

- a. To qualify for award the bidder/supplier should have **Average Annual Turnover** of at least **NPR 27,34,000/-** during the last 3 financial years, ending 31st March, 2019/15<sup>th</sup> July, 2018.

The bidder/supplier shall submit copies of financial statements (Balance Sheets) and /or Audit Reports and/or tax clearance certificate obtained from the Inland Revenue Department or documents showing submission of tax returns for the last 3 years, ending 31<sup>st</sup> March, 2019/15<sup>th</sup> July 2018 in support of meeting turnover requirements.

In case where Audited financial results for the immediately preceding year are not available, then a statement of account as on the closing date of the immediately preceding financial year depicting the Turnover duly certified by their Statutory Auditor/ Certified Public Accountant carrying out the statutory audit shall be enclosed with the Bid along with copy of appointment letter of the Statutory Auditor.

- b. The firm/bidder should be manufacturer/authorized distributor/authorized supplier/ authorized reseller for ‘Aimil’ Brand. In addition to above, other suppliers can also participate in bidding subject to furnishing of a certificate from manufacturer/authorized distributor/authorized supplier/ authorized reseller for ‘Aimil’ Brand.

- c. The technical specification of the offered Model of item(s)/equipment/instruments shall be equivalent or higher than the specifications mentioned under Technical Specifications.
2. 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, transportation, loading & unloading, installation etc. (complete as per Scope of Work) of quality control laboratory equipment along with complete accessories at SAPDC, Arun-3 HEP Dam site at Phaksinda, Sankhuwasabha Distt. Nepal (PPR-94)”** and submitted at the address of the undersigned and must reach this office through courier or by post or by hand on or before 20.11.2019 by 15:00 Hrs. and same shall be opened on 21.11.2019 at 1600 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 8).
- ii. The firm shall submit PAN/VAT/company registration certificate.
- iii. Turnover details supporting with requisite Documents as laid down at Sr. No. 1 (a) above
- iv. Authorization certificate supporting with requisite Documents for meeting out criteria laid down at Sr. No. 1 (b) above.
- v. User Manual/Catalogues/Technical Specification of the item for meeting out criteria laid down at Sr. No. 1 (c) above.
- vi. Form of declaration.
- vii. Integrity Pact duly signed by Authorized Signatory as per Annexure-‘E’ along with ‘Form of Declaration of Eligibility’

**PART-II (Envelope-2):-**

**Price bid: -**

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

**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 any Bidder(s), separate intimation shall be given for opening of Price Bids.
3. No material and T&P will be issued by SAPDC.
  4. **Completion Period:-** Completion period shall be 90 (Ninety) days to be reckoned from date of issuance from Supply Order including supply and installation of laboratory equipment along with all accessories and training to SAPDC staff etc. complete in all respect as per scope of work.

5. **Bid Validity:** The bid (s) shall be valid for 90 days from last date of submission of bid (s). 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 8 hereof in all respects.
6. **Prices:** The supplier/bidder shall offer rates & prices "on Firm Price Basis". The quoted rates shall be inclusive of VAT, all other taxes & duties, transportation, transit insurance, customs duty, GST (if applicable), Excise, loading & unloading, Installation, Commissioning and Testing charges, training to SAPDC staff 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 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.

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

80% payment will be released after the receipt of material/goods in full quantity and in good condition to the consignee. The payment shall be released against the submission of bill and inspection report issued by Officer-in-Charge (OIC).

The remaining 20% payment will be released only after satisfactory installation of the lab equipment. Payment shall be released within 15 days of receipt of bill complete in all respects.

10% amount of each bill shall be retained by SAPDC as performance security which shall be released after completion of Guarantee/warranty period of 12 months from issuance of Supply Order. No interest shall be paid on the retained amount.

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

- a. Earnest Money amounting to NPR 1,82,300/- shall be submitted in the shape of Bank Draft/Manager Cheque/FDR(duly pledged in favour of SAPDC) issued by a "A" Class Nepalese Bank shall only be acceptable or Bank Guarantee in favour of SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC), payable at Khandbari (Acceptable to SAPDC).

The bid security in the form of Bank Guarantee from any "A" class Bank in Nepal shall be for the amounts expressed in Nepalese Rupees (NPR). The Bank Guarantees in INR shall be acceptable only if these are issued by a Scheduled Bank of India duly counter guaranteed by any "A" class bank in Nepal.

Bank Guarantee for Bid Security shall be submitted in original along with the bid. However, the issuing Bank shall submit an unstamped duplicate copy of Bank Guarantee directly by Registered Post (A.D) to the authority inviting tenders with a forwarding letter.

Bid securities shall remain valid for a period of 30 days, beyond the original validity period of the bid or beyond any period of extension subsequently requested under para 5.0 above.

Alternatively, payment against Bid Security/EMD may also be made directly in NPR in the following account of SAPDC. However, proof of same shall be submitted by the Bidder with the Bid in Part-I (Envelope-I):-

**NPR Account Details:-**

Everest Bank Limited

Acc. No. 00800105200477

Swift Code: EVBLNPKA

- 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 without any interest after the issuance of supply order and the EMD of the successful bidder shall be released after one month from the receipt of completion of assignment to the satisfaction of OIC.
  - e. The Earnest Money of unsuccessful bidders will be returned within 15 days of the award of supply order to the successful bidder.
  - f. The EMD shall be valid for 120 days beyond the last date of submission of bids.
  - g. No interest shall be payable by SAPDC on EMD.
9. **Currencies of Bid and Payment:** The unit rates and prices shall be quoted by the bidder in Indian National Currency (INR) and/or Nepal Rupees (NPR). Payment shall be made in the currency as filled by Bidder in BOQ.
10. **Award Criteria:** The bid shall be evaluated on overall basis and the award shall be made to the Bidder/Supplier who has offered the lowest evaluated bid price for whole work as per **Annexure-C** pursuant to Para 6 above provided the evaluated Bid Price is within a reasonable variation of the estimated amount of Work.
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 124 days from the date of issue of supply order, SAPDC reserves the right to terminate the supply order and bid security / EMD shall be forfeited.
12. **Force Majeure:** The term "Force Majeure" shall herein mean riots (other than among the Vendor's employees), Civil Commotion (to the extent not insurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires not caused by Vendor's negligence and other such causes over which the Vendor has no control and are accepted as such

by the Engineer-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.

13. **Packing:** The supplier, wherever applicable shall properly pack and stack all materials/goods in such a manner as to protect them from deterioration and damage during transportation. The supplier shall be responsible for all damage due to improper packing.
14. **Replacement:** If the item(s)/equipments or any portion thereof is damaged or lost during transit, SAPDC shall give notice to the supplier setting forth particulars of such item(s)/ equipments damaged or lost during transit. The replacement of such items/ equipments 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.
15. **Rejection:** In the event that any of the item(s)/ equipments supplied by the supplier is found defective in material or workmanship or otherwise not in conformity with the specification, SAPDC shall either reject the item(s)/ equipments or request the supplier in writing to rectify the same. The supplier, on receipt of such notification shall either rectify or replace the defective items/ equipments free of cost to the SAPDC.
16. **Demurrage, Wharfage etc.:** All demurrage, wharfage and other expenses incurred due to delayed clearance of the item(s)/ equipments or any other reason shall be on the account of the supplier.
17. **Guarantee/Warranty:** Guarantee/Warranty shall be minimum for 12 months from the date of installation 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 items/ equipments free of cost to SAPDC within Guarantee/Warrantee period.
18. **Consignee:** The material/ goods under this Contract shall be dispatched to the Consignee at the following address:-

**Chief Engineer (Store),  
Satluj Bhawan, Arun Sadan,  
SAPDC, Tumlingtar,  
Distt. Sankhuwasabha, Nepal.  
(Mobile No.: 9852058517)  
Email: store.sapdc@gmail.com, wntstores.sapdc@gmail.com**

19. 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)	+977-29-575154 +977-9852058517	Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal.

20. **GENERAL INFORMATION:-**

**Access to Project Sites:**

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

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

- 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.
  - 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.
  - Tumlingtar is also connected to Kathmandu and Biratnagar by air by around thirty five minutes journey.
21. **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.
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. **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, India) 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. Ms. Asha Swarup**
- 2. Sh. Jai Pal Singh**

The address for correspondence with IEMs is as under:

**Independent External Monitors for SJVN,  
C/o Chief Engineer (P&C)  
Arun-3 HEP, SAPDC  
Satluj Bhawan, Arun Sadan, Tumlingtar  
Distt. Sankhuwasabha, Nepal**

The Integrity Pact duly signed on behalf of the Employer has been enclosed at **Annexure-E**. The Integrity Pact shall be signed & stamped by the bidder/supplier and the hard copy shall be submitted in Part-I (Envelope-I) of Bid.

**For & on the behalf of SAPDC**

**Sd/  
Chief Engineer (P&C)  
Satluj Bhawan, Arun Sadan,  
SAPDC, Tumlingtar,  
Distt. Sankhuwasabha, Nepal  
Ph. +977-29-575154, +977-9852058517  
E-mail Address: [pnc.sapdc@gmail.com](mailto:pnc.sapdc@gmail.com)**

**SCOPE OF WORK & SPECIAL CONDITIONS OF CONTRACT**

**A. Scope of work:**

Scope of work shall include but not limited to supply, transportation, loading & unloading, installation of quality control laboratory Equipments along with complete accessories, training to SAPDC staff etc. complete in all respect at SAPDC, Arun-3 HEP Dam site at Phaksinda, Sankhuwasabha Distt. Nepal and training to SAPDC staff as per direction and to the full satisfaction of EIC. The scope of work shall also include provision of all such services/equipment, without any extra cost, which are not specifically mentioned above, but are required for the successful, efficient, safe and reliable operation of the equipment under contract. Bidder shall be responsible for maintenance during warranty period.

**B. Special Conditions of Contract:**

- 1) The Warranty period for the instrument should not be less than One year from the date of installation.
- 2) All necessary accessories required during installation of the laboratory equipments shall be arranged & provided by Supplier.
- 3) All the accessories of lab equipment shall be as per specifications attached.
- 4) The contractor shall be fully responsible for any kind of Damage to equipments and accessories during the transportation and installation process.
- 5) Any cable laying and drilling work required to complete the scope of work shall be in the scope of contractor.
- 6) Training for operation and maintain the lab equipments will be imparted by the contractor to SAPDC staff for 7 days after successful commissioning of lab equipments.
- 7) If there is any problem in the lab equipment during warranty period, the contractor has to visit the site within seven days of intimation of the same by SAPDC. Nothing extra shall be payable on this account.
- 8) Installation as well as onsite demonstration and training to the personal regarding operation and maintenance of lab equipments has to be provided by supplier free of cost.
- 9) Nothing shall be borne by Arun-3 HEP, SAPDC on account of travelling expenses, boarding and lodging for demonstration/ training of lab equipments. No reimbursement shall be done to the representative of agency for this purpose.

**TECHNICAL SPECIFICATIONS**

<b>Sr. No</b>	<b>Description of Items</b>	<b>Technical Specification</b>
1	Cement Autoclave Analog with pressure gauge and Digital temperature controller	IS: 14345 working pressure : $21 \pm 1 \text{ kg/cm}^2$ at $214 \pm 2^\circ\text{C}$
		Heater: 2000W
		Max. capacity of pressure gauge: $41\text{-}42 \text{ kg/cm}^2$
i)	Length comparator digital dial gauge	Digital dial gauge: $0\text{-}25\text{mm} \times 0.001\text{mm}$
2	Air permeability apparatus (Blaine type )	Blaine apparatus IS:5516, IS:1727, IS: 4031, IS:4825
3	Curing Tank for 24/48 cubes of 150mm/70.6mm size	Temperature range $5^\circ\text{C}$ to $100 \pm 2^\circ\text{C}$
4	Vicat Apparatus fitted in aluminum box	ISI certification mark IS: 5513
5	Le- Chatelier mould with ISI certification	30mm dia and 30mm height with ISI certification mark IS: 5514
i)	Le- Chatelier water bath with controller made of SS complete with removal	Controller Size 18 x 12 x 12 inch, the temperature thermostatically controlled on digital display
6	Cube mould ,Cast iron for 150 mm Cube	ISI certification mark IS: 10086
7	Cube mould ,Steel for 70.6mm Cube	ISI certification mark IS: 10086
8	Air Entrainment meter capacity 0.01 cum(10ltr.) suitable for aggregate size upto 75 mm	IS : 10079
9	Shrinkage bar mould ,Single compartment with knurled and threaded reference point	IS:10086
10	Slump Test Apparatus with testing rod and base plate (ID 100mm at top, ID 200mm at bottom and Height 300mm)	IS : 7320
11	Digital compression testing machine Capacity 2000KN	IS: 14858
		Digital indicator: Range-2000KN, L.C-0.1KN
		Clearance between plates: 370mm
		Distance between side plates: 340mm
		Platen size: 222mm
		Piston dia.: 222.2 and Piston stroke: 50mm
12	Sieve GI frame 45cm dia	IS: 460
	45cm dia X 75mm	
	45cm dia X 63mm	
	45cm dia X 53mm	
	45cm dia X 45mm	
	45cm dia X 25mm	
	45cm dia X 22.4mm	
	45cm dia X 20mm	

	45cm dia X 16mm	
	45cm dia X 12.5mm	
	45cm dia X 10mm	
	45cm dia X 8mm	
	45cm dia X 4.75mm	
	45cm dia X 2.36mm	
	Pan and cover 45 cm dia Sieve	
13	Sieve Brass frame 20cm dia	IS: 460
	20cm dia x 4.75mm	
	20cm dia x 2.63mm	
	20cm dia x 1.70mm	
	20cm dia x 1.18mm	
	20cm dia x 600microns	
	20cm dia x 300microns	
	20cm dia x 150microns	
	20cm dia x 75microns	
	20cm dia x 45microns	
	Pan and cover 20 cm dia Sieve	
14	Los Angeles Abrasion Testing Machine	Operation on 415V, 3Φ, 50Hz, AC supply IS: 10070
15	Bulk Density Measures 3, 10 & 20 Ltrs	IS: 1199
16	Crushing Value Apparatus	IS: 9376
17	Aggregate Impact Tester	IS: 9376
18	Thickness Gauge	ISI certification mark IS:2386 (part-1)
19	Length Gauge	ISI certification mark IS:2386 (part-1)
20	Mortar mixer capacity approx. 5 ltr.	Automatic digital mortar mixer with ISI certification mark IS : 10890 Rotational Speed (rpm): 140 ± 5 at low speed & 285 ± 10 at High speed Planetary speed (rpm): 62 ± 5 at low speed & 125 ± 10 at high speed
21	Digital pH Meter	Auto buffer pH range 0-14
22	Vibration Machine with built-in Digital Timer	IS: 4031, IS: 10080
23	Pycnometer with 1kg jar, Brass cone, locking ring and Rubber seal	IS:2386 (part-III)
24	Concrete Test Hammer (Rebound Hammer)	Digital with NCCBM Calibrated Measuring range: 10-70 N/mm <sup>2</sup> Operating temperature: 0 °C- 60°C
25	Heat of Hydration Apparatus	IS:11262, IS: 4031(part-IX)
26	Universal Testing Machine (UTM), capacity - 1000KN	Accuracy: 1.0% or better Measuring range: 0-1000 KN

	Resolution: 10-50 N
	Clearance for tensile at fully descended working piston: 50-850mm
	Clearance for compression at fully descended working piston: 0-850mm
	Clearance between columns: 750mm
	Ramstroke: 250mm
	Straining/piston speeds (at no load): 0-80 mm/min
	<b><u>Accessories for tension test</u></b>
	Clamping jaws for specimens diameter: 8-25mm 25-45mm
	Clamping jaws for flat specimens thickness width: 0-40mm
	<b><u>Accessories for compression test</u></b>
	Pair of compression plates of dia.: 220-300 mm
	Table with the adjustable rollers width of rollers:160mm
	Dia of rollers: 50mm
	Max. Clearance between supports: 700-800 mm
	Mandrels for bend and rebend tests: 8-25mm 25-36mm dia. bars
	Extensometer with interface hardware : extension 0 -7mm, Gauge length: 25-600mm
	<b><u>Other Features :</u></b>
	Completely PC controlled (computer with color printer)
	Interface: RS232C
	Software: Window based
	Graph -Zooming, Scaling, Load Vs Elongation, Proof Stress calculation
	Over load Protection
	Power supply: 440V, 3Φ, 50 Hz, AC

**“Annexure-C”**

<b>BILL OF QUANTITIES</b>											
<b>Name of Work :-“Supply, transportation, loading &amp; unloading, installation etc. along with complete accessories (complete as per Scope of Work) of quality control laboratory equipment at SAPDC, Arun-3 HEP Dam site at Phaksinda, Sankhuwasabha Distt. Nepal (PPR-94)”</b>											
<b>Sr. No</b>	<b>Description of items</b>	<b>Aimil Make &amp; Model No.</b>	<b>Unit</b>	<b>Qty.</b>	<b>Offered Model for ‘Aimil’ make</b>	<b>Rates may be filled in INR/ NPR or combination of both</b>				<b>Amount in INR (Figure)</b>	<b>Amount in NPR(Figure)</b>
						<b>Rate in INR</b>		<b>Rate in NPR</b>			
						<b>In Figures</b>	<b>In Words</b>	<b>In Figures</b>	<b>In Words</b>		
1	Supplying, Installation, Testing and Commissioning Cement Autoclave, Analog with Pressure Gauge & Digital temperature Controller complete in all respects	AIM-408-2	No.	1							
i)	Length comparator digital	AIM-374-1-DG	No.	1							
2	Supplying, Installation, Testing and Commissioning Air Permeability Apparatus	AIM-390	No.	1							

	(Blaine type) with ISI Certification mark, IS:5516									
3	Supplying , Installation, Testing and Commissioning Curing Tank for 24/48 cubes of 150mm/70.6mm size and fully insulated complete with hinged lid, heater, thermostat and recirculation pump complete in all respects	AIM-355-3	No.	1						
4	Supplying , Installation, Testing and Commissioning Vicat Apparatus fitted in aluminum box with ISI Certification mark IS:5513 consists of Vicat mould, glass base plate, initial needle, final needle and consistency plunger complete in all respect	AIM-394	No.	1						

5	Supplying , Installation, Testing and Commissioning Le-chatelier mould with two glass plates and lead weight, set of six, ISI certification mark IS:5514	AIM- 400-SP	No.	1							
i)	Supplying , Installation, Testing and Commissioning Le-chatelier water bath with controller, made of S.S complete with removable rack to hold 12 moulds, temperature is thermostatically controlled and is indicated on digital display	AIM- 9173- S2	No.	1							
6	Supplying, Testing and Commissioning Cube mould, Cast iron, for 150mm cube with ISI certification mark	AIM- 344	No.	18							

7	Supplying, Testing and Commissioning Cube mould of steel, for 70.6mm cube with ISI certification mark	AIM-414	No.	18							
8	Supplying, Testing and Commissioning of Air entrainment meter capacity 0.01m <sup>3</sup> (10 litres) suitable for aggregate size upto 75mm complete with calibrating cylinder, pressure gauge, funnel, trowel and temping rod etc. complete in all respects	AIM-341	No.	1							
9	Supplying, Testing and Commissioning Shrinkage bar mould, four compartment with smooth reference point, with base plate complete in all respects	AIM-405	No.	1							

10	Supplying, Testing and Commissioning Slump Test Apparatus with testing rod and base plate complete in all respects	AIM-334	No.	2							
11	Supplying, Installation, Testing and Commissioning Digital Compression Testing Machine, Capacity 2000 KN	AIM-317E-DG-1	No.	1							
12	Supplying, Testing and Commissioning Sieves GI Frame 45cm dia	-									
a	Sieve GI Frame 45cm Dia x 75mm	AIM-05106	No.	1							
b	Sieve GI Frame 45cm Dia x 63mm	AIM-05107	No.	1							

c	Sieve GI Frame 45cm Dia x 53mm	AIM- 05108	No.	1							
d	Sieve GI Frame 45cm Dia x 45mm	AIM- 05110	No.	1							
e	Sieve GI Frame 45cm Dia x 25mm	AIM- 05115	No.	1							
f	Sieve GI Frame 45cm Dia x 22.4mm	AIM- 05116	No.	1							
g	Sieve GI Frame 45cm Dia x 20mm	AIM- 05117	No.	1							
h	Sieve GI Frame 45cm Dia x 16mm	AIM- 05119	No.	1							

i	Sieve GI Frame 45cm Dia x 12.5mm	AIM- 05121	No.	1							
j	Sieve GI Frame 45cm Dia x 10mm	AIM- 05123	No.	1							
k	Sieve GI Frame 45cm Dia x 8mm	AIM- 05126	No.	1							
l	Sieve GI Frame 45cm Dia x 4.75mm	AIM- 05130	No.	1							
m	Sieve GI Frame 45cm Dia x 2.36mm	AIM- 05132	No.	1							
n	Pan and Cover of 45cm Dia sieves	AIM- 05150	No.	1							

13	Supplying, Testing and Commissioning Sieves Brass Frame 20cm dia	-	No.								
a	Sieve Brass Frame 20cm Dia x 4.75mm	AIM-05302	No.	1							
b	Sieve Brass Frame 20cm Dia x 2.36mm	AIM-05306	No.	1							
c	Sieve Brass Frame 20cm Dia x 1.70mm	AIM-05308	No.	1							
d	Sieve Brass Frame 20cm Dia x 1.18mm	AIM-05310	No.	1							
e	Sieve Brass Frame 20cm Dia x 600 microns	AIM-05314	No.	1							

f	Sieve Brass Frame 20cm Dia x 300 microns	AIM- 05318	No.	1							
g	Sieve Brass Frame 20cm Dia x 150 microns	AIM- 05322	No.	1							
h	Sieve Brass Frame 20cm Dia x 75 microns	AIM- 05326	No.	1							
i	Sieve Brass Frame 20cm Dia x 45 microns	AIM- 05329	No.	1							
j	Pan and Cover of 20cm Dia sieves	AIM- 05350	No.	1							

14	Supplying, Installation, Testing and Commissioning Electronic Balance, Capacity 150Kg x 10g	AIM-9017-1	No.	1							
15	Supplying, Installation, Testing and Commissioning Electronic Balance, Capacity 50Kg x 5g	AIM-9012-1	No.	1							
16	Supplying, Installation, Testing and Commissioning Electronic Balance, Capacity 15Kg x 1g	AIM-9007-1	No.	1							
17	Supplying, Installation, Testing and Commissioning Electronic Balance, Capacity 10Kg x 0.5g	AIM-9006-1	No.	1							

18	Supplying, Installation, Testing and Commissioning Electronic Balance, Capacity 220g x 0.001g	AIM-9000-1NA	No.	1							
19	Supplying, Installation, Testing and Commissioning Lab. Electric Oven with digital indicator cum controller with safety alarm, range 50° to 250°C ± 1°C with air circulating fan, S.S. inside size 600 x 600 x 600 mm with NABL calibration	AIM-9108N A	No.	1							
20	Supplying, Installation, Testing and Commissioning Sieve Shaker, Motorized, with built-in Digital timer	AIM-054-1	No.	1							

21	<p>Supplying, Installation, Testing and Commissioning Los Angeles Abrasion testing machine consisting set of 12 hardened steel balls of 48 mm dia. with digital controller box and tray for collection of material, complete in all respects</p>	AIM-458-1	No.	1							
22	<p>Supplying, Testing and Commissioning Bulk Density Measures 3, 10 &amp; 20 ltrs. with temping rod of 16mm dia. complete in all respects</p>	AIM-339	No.	1							
23	<p>Supplying, Testing and Commissioning Crushing Value Apparatus consists of cylindrical cell, plunger, base plate, temping rod</p>	AIM-455	No.	1							

	and metal measure complete in all respects										
24	Supplying, Testing and Commissioning Aggregate Impact Tester consists of cylindrical cup, metal measure, temping rod and automatic blow counter complete in all respects	AIM-456	No.	1							
25	Supplying, Testing and Commissioning Thickness Gauge with ISI certification mark IS:2386 (part-1)	AIM-450	No.	1							
26	Supplying, Testing and Commissioning Length Gauge mounted on hardwood base with ISI certification mark IS:2386 (part-1)	AIM-451	No.	1							
27	Supplying, Installation, Testing and Commissioning Mortar mixer capacity approx.	AIM-412-4	No.	1							

	5ltr. with stainless steel mixing bowl and stirrer, program controller with status indicator, scraper and cleaning brush etc. complete in all respects										
28	Supplying, Testing and Commissioning Digital Micrometer having range 75-100 mm make in size	AIM MISC	No.	1							
29	Supplying, Testing and Commissioning Digital Vernier Caliper 300mm x 0.02mm with NABL Calibration and calibration certificate	AIM-9289-NA	No.	1							
30	Supplying, Testing and Commissioning Digital pH Meter with calibration certificate	AIM-9815	No.	1							

31	Supplying, Installation, Testing and Commissioning Concrete mixer pan type capacity 40L	AIM-9891	No.	1							
32	Supplying, Installation, Testing and Commissioning Vibrating Table 50 x 50 cm	AIM-365-1	No.	1							
33	Supplying, Testing and Commissioning Moisture Content Tin Size 65mm dia x 20mm deep	AIM-9301	No.	1							
34	Supplying, Installation, Testing and Commissioning Vibration Machine with built-in Digital Timer with NABL calibrated	AIM-418-2	No.	1							

35	Supplying and Testing Sample Tray, G.I (450x450x50)mm	AIM-9315	No.	2							
36	Supplying and Testing Sample Tray, Enamel tray (300x250x40)mm	AIM-9313	No.	2							
37	Supplying and Testing Sample Tray, Enamel tray (200x150x30)mm	AIM-9314	No.	2							
38	<b>Supplying Glass and plastic Ware</b>	-									
a	Beaker, Glass, Graduated, Capacity 50 ml	AIM-9401	No.	4							
b	Beaker, Plastic, Graduated, Capacity 50 ml	AIM-9401-P	No.	4							

c	Beaker, Glass, Graduated, Capacity 100 ml	AIM- 9402	No.	4							
d	Beaker, Plastic, Graduated, Capacity 100 ml	AIM- 9402-P	No.	4							
e	Beaker, Glass, Graduated, Capacity 250 ml	AIM- 9403	No.	4							
f	Beaker, Plastic, Graduated, Capacity 250 ml	AIM- 9403-P	No.	4							
g	Beaker, Glass, Graduated, Capacity 500 ml	AIM- 9404	No.	4							
h	Beaker, Plastic, Graduated, Capacity 500 ml	AIM- 9404-P	No.	4							

i	Beaker, Plastic, Graduated, Capacity 1000 ml	AIM-9405-P	No.	4							
39	<b>Supplying Measuring Cylinders</b>	-	No.								
a	Measuring Cylinders, Glass, Graduated, Capacity 10 ml	AIM-9411	No.	4							
b	Measuring Cylinders, Glass, Graduated, Capacity 25 ml	AIM-9412	No.	4							
c	Measuring Cylinders, Glass, Graduated, Capacity 100 ml	AIM-9414	No.	4							
d	Measuring Cylinders, Plastic, Graduated, Capacity 100 ml	AIM-9414-P	No.	4							

e	Measuring Cylinders, Plastic, Graduated, Capacity 500 ml	AIM- 9416-P	No.	4							
f	Measuring Cylinders, Plastic, Graduated, Capacity 1000 ml	AIM- 9417-P	No.	4							
g	Measuring Cylinders, Plastic, Graduated, Capacity 2000 ml	AIM- 9418-P	No.	2							
40	Supplying, Testing and commissioning Pycnometer with 1-2 kg jar, Brass cone, locking ring and Rubber seal etc.	AIM- 046	No.	2							
41	Supplying and Testing Rubber Hammer	AIM- 9271	No.	2							

42	Supplying, Testing and Commissioning Concrete Test Hammer (Rebound Hammer)	AIM-388-DH New	No.	1							
43	Supplying, Testing and Commissioning Gillmore needle apparatus with initial needle, final needle and glass plate	AIM-396	No.	1							
44	Supplying, Testing and Commissioning Heat of Hydration Apparatus consisting insulated wood case, vacuum jar with stopper, thermometer plus holder, glass funnel, stirring paddle and chuck etc. complete in all respects	AIM-9934	No.	1							

45	Supplying, Installation, Testing and Commissioning Universal Testing Machine (UTM) computerized, capacity 1000KN, 6 pillar type with hydraulic jaws and indicator alongwith following Accessories complete in all respects	AIM-653-1-SP	No.	1								
I)	Electronic extensometer strain gauge type with 2.5 mm extension and gauge length 25 & 50 mm	AIM-65109	No.	1								
II)	Shear test attachment 6, 8, 12, 16 & 20mm dia.	AIM-65113	No.	1								

III)	Shear test attachment 25, 32, 36, & 40 mm dia.	AIM-65114	No.	1							
IV)	Bend re-bend test attachments	AIM-65141	No.	1							
46	Supplying and Testing Spatula, 100mm blade with wooden handle	AIM-9201	No.	4							
47	Supplying and Testing Spatula, 200mm blade with wooden handle	AIM-9203	No.	4							

48	Supplying and Testing Gauging trowel, 150mm long blade with straight edge	AIM-428	No.	4							
49	Supplying and Testing Gauging trowel, 200mm long blade with straight edge	-	No.	4							
<b>Total Amount Inclusive of VAT inclusive of VAT, all other taxes &amp; duties, transportation, transit insurance, customs duty, GST (if applicable), Excise, loading &amp; unloading, Installation, Commissioning and Testing charges, training to SAPDC staff etc</b>											
<b>Overall Discount offered, if any (%)</b>											

**Date:**

**Place:**

**Bidders Name and Signature along with seal**

**Note:**

1. All the material/equipment shall be of Aimil make only and shall have technical specifications equivalent or higher than those mentioned in the Technical Specifications under **Annexure-B**.
2. The quoted prices shall be inclusive of VAT, all other taxes & duties, transportation, transit insurance, customs duty, GST (if applicable), Excise, loading & unloading, Installation, Commissioning and Testing charges, training to SAPDC staff etc.

**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, Special Conditions of Contract & Technical specifications, BOQ etc. and all corrigendum (if any) pertaining to the work **“Supply, transportation, loading & unloading, installation etc. (complete as per Scope of Work) of quality control laboratory equipment along with complete accessories at SAPDC, Arun-3 HEP Dam site at Phaksinda, Sankhuwasabha Distt. Nepal (PPR-94)”** the local and site conditions and having undertaken to execute the said works.

DO HEREBY DECLARE THAT:

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

Date:

**For and on behalf of the bidder /Supplier**

.....

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

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

**(Refer clause 8.0 of NIQ)**

WHEREAS \_\_\_\_\_ (Name of Bidder) (hereinafter called “the Bidder”) has submitted his bid dated \_\_\_\_\_ (date) for " Supply, transportation, loading & unloading, installation etc. (complete as per Scope of Work) of quality control laboratory equipment along with complete accessories at SAPDC, Arun-3 HEP Dam site at Phaksinda, Sankhuwasabha Distt. Nepal (PPR-94)"

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 6.0 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)

"Annexure-B"

(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, transportation, loading & unloading, ...  
installation etc. (complete as per scope of work) of  
quality control laboratory equipment along with complete  
accessories at SAPDC, Arun-3 H.B.P. Dam Site at  
Phoksinda, Sankhuwasabha Distt. Nepal. ....

....."and the Bidder/Contractor is willing to offer against  
NEP No.: SAPDC/REG/PPR-94/2019-165 dated 25.10.2019

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.   
Sanjeev 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.



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**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)**