SJVN ARUN-3 POWER DEVELOPMENT COMPANY Pvt. Ltd.

(A Subsidiary of SJVN Ltd. Registered in Nepal)

ARUN-3 HYDRO ELECTRIC PROJECT, NEPAL

TENDER DOCUMENT

[DOMESTIC COMPETITIVE BIDDING]

E-TENDER No.: PCD-288/2026

ANNUAL MAINTENANCE OF LAWN, FLOWER BEDS ETC. OF OFFICE AND RESIDENTIAL COMPLEX OF SAPDC, ARUN-3 AT TUMLINGTAR, SANKHUWASABHA DISTRICT, NEPAL FOR A PERIOD OF TWO YEARS.

Tumlingtar **November, 2026**

INFORMATION FOR BIDDER

1.0 SUBMISSION AND FILLING OF BIDS:

1.1 Please note that bids in physical form shall not be entertained under any circumstances and are only to be submitted through e-tendering at https://etender.sjvn.co.in, unless otherwise specified in the tender document.

1.2 **DIGITAL SIGNATURES**:

To participate in an e-Tender, bidder need to have the Digital Signatures (Class III with signing & encryption both) which are mandatory for security purpose. The digital signatures can be obtained from any of the authorized agencies in Nepal. Valid Digital Certificate must be installed in a computer system from where you want to login on website. Bidders shall be required to arrange all resources, including Digital Signature and Internet Connections at their own cost, for participating in online tenders/ bids at SJVN's E-tender portal. Perform the below steps to confirm whether valid digital certificate is available on your computer system or not. Perform the below steps to confirm whether valid digital certificate is available on your computer system or not.
Note:

All bidders participating in tender shall ensure that cryptographic tokens/HSMs offered are compliant with SHA-2 and FIPS 140-3 requirements and conform to the applicable Guidelines of Govt. of India, as the portal server is based in India.

Hence, all prospective bidders are requested to ensure compliance with the above requirement while submitting their bids.

Steps:

- Open Internet Explorer.
- Select Tools menu from menu bar. OR (Press Alt + T on your keyboard).
- Click on Internet Options >>Content >>Certificate button.

The bidder should view your digital certificate under "Personal" heading Requirement of Digital Signature Certificate

- Please enable ActiveX Controls & Plug-ins. (Tools->Internet Options-> Security- >Custom Level)

  Active-X controls need to be enabled in your Internet browser. In order to ensure this, please do the following:

  a. In Menu Bar ---Click on Tools - Internet Options – Security – Click on Trusted Sites Icon – Click on Sites button. Add 2 Website in Trusted Sites https://etender.sjvn.co.in & https://sjvn.nic.in.

  After that, click on

  Tools menu of Internet explorer - Internet Options – Security – Click on Internet Icon.

  After Click on Custom Level button –

  From below ActiveX controls and plug-ins ---- Select below 5 Items to be enabled.

  1) Download signed ActiveX controls –select Prompt or Enable.
  2) Download unsigned ActiveX controls – select Prompt or Enable.
  3) Initialize and script ActiveX controls not marked as safe for scripting – select Prompt or Enable.
  4) Run ActiveX controls and plug-ins-select Enable.

5) Script ActiveX controls marked safe for scripting – select Enable.

After completed this above selection----Below option has available---**Reset custom settings---Reset To: Select low or medium ---Click on OK.**

Also, please check your system Date & Time it should be set as current date & time.

- Please disable or uninstall Third Party Toolbar / Add-ons from Browser.

1.3 **VENDOR REGISTRATION PROCESS**:

After obtaining digital signature as indicated above, is to register with SJVN e- tendering portal https://etender.sjvn.co.in to participate in the tendering process. Perform below mentioned steps to register yourself:

- Click on a "New Bidder Registration" link available on home page.
- You need to furnish individual details as well as of company details in registration form.
- After filling all mandatory fields, you need to click on "submit" button to complete registration process.
- On successful completion of registration, you will be prompted a message saying that "You have successfully registered on SJVN Limited's e-tender Portal"

Already valid registered vendors in SJVN systems with Vendor Id need not follow registration process and may contact support email.

1.4 **Down loading Bid Documents**:

Bidder to access https://etender.sjvn.co.in to download NIT document, after completing registration formality (if required) and successful login vendor need to process for Tender document Cost (TDC) / Document Fee as per the provisions of bid documents and thereafter bidder can download detailed tender document.

1.5 **Bid Submission:**

i. Bidder needs to login on SJVN tendering portal i.e. https://etender.sjvn.co.in.
ii. Search tender by filling necessary searching criteria after Login.
iii. Please refer to attached document of "Bidder User manual" in the e-tender portal.

All the bidders are requested to get themselves registered well in advance and no extra time will be considered for submission of bids for the delay in on-line Vendor Registration, if any.

Bidder(s) are also advised to keep on visiting the websites as mentioned below for any Notification/ Amendment / Addendum/ Corrigendum from SJVN's side in respect of this tender:

i. https://etender.sjvn.co.in.
ii. www.sjvn.nic.in.
iii. www.sapdc.com.np

2.0 For any enquiry/clarification for registration, e-tendering system linked with technical issue/support, the Bidder may contact the persons as per link below:

Name	**Phone No.**
Mainak Ghosh	9702508617 / +918240078280 (WhatsApp Only)

एसजेवीएन अरूण-3 पॉवर डवलपमेंट कंपनी प्रा. लि.
SJVN Arun-3 Power Development Company Pvt. Ltd.
(एसजेवीएन की पूर्ण स्वामित्व वाली अधीनस्थ कंपनी)
(A wholly owned subsidiary of SJVN)
900 मेगावाट अरूण-3 जलविद्युत परियोजना
900 MW Arun-3 Hydro Power Project
Regd. No.: 111808/69/070

Ref. No.: SAPDC/P&C/Arun-3 HEP/PCD-288/2026- 700 **Date:** 02.11.2026

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

1. SJVN Arun-3 Power Development Company (P) Ltd. (SAPDC) (A Subsidiary of SJVN, a joint venture of GoI & Govt. of H.P.) having Registered office at Arun Sadan, SAPDC Complex, Ward No. 9, Tumlingtar, Khandbari Municipality, Sankhuwasabha, Nepal, invites online bids (e-tenders) through e-portal: https://etender.sjvn.co.in/SRMLogin/SRMLogin.jsp on item rate basis from the eligible Bidders from Nepal for the following work:

1.	**Name of Work:**	Annual maintenance of lawn, flower beds etc. of office and residential complex of SAPDC, Arun-3 at Tumlingtar, Sankhuwasabha District, Nepal for a period of two years.
1.1	**Tender No.**	PCD-288/2026
1.2	**Time Allowed for Completion of whole of the works/Contract Period**	Total time for completion of work/contract period is Two (02) Year to be reckoned from the date of issuance of Letter of Acceptance (LOA).
1.3	**Estimated Cost**	**NPR 1,35,33,089/- (Inclusive of VAT)**
1.4	**Cost of Bidding Document (Non-refundable).**	**NPR 3,000***/- in the form of Bank Draft/Manager's cheque payable at Khandbari, Nepal in favor of "**SAPDC-NPR CONSTRUCTION ACCOUNT"** Alternatively, payment against Cost of Tender Document may be made directly in the bank account of SAPDC as mentioned below: - **NPR Account Details:** Everest Bank Limited Name: SAPDC-NPR CONSTRUCTION ACCOUNT. Acc. No. 00800105200477 Swift Code: EVBLNPKA ***Bidder/Agency/Firm/Consultant are shall be responsible to ensure the receipt of net payable amount NPR 3,000/- (i.e. excluding bank transfer charges etc.) in the above-mentioned account, before last date & time of submission of bid.**
1.5	***Deleted without change in Sr. No.***	***Deleted without change in Sr. No.***

1.6	**Earnest Money Deposit**	**NPR 2,71,000/-** to be submitted as per clause no. 14, Section-II, ITB).
1.7	**Last date and time for availability/ downloading of Bid document on website https://etender.sjvn.co.in**	On or before **23.11.2026** (1530 Hrs.)
1.8	**Last date for receiving request for clarifications from Bidders.**	Three (03) days before Pre-bid meeting
1.9	**Venue, time and date of the Pre-bid meeting**	Shall be intimated later on websites only. https://sjvn.nic.in & https://sapdc.com.np through Video Conference (VC), if required.
1.10	**Deadline for submission of Online Bid(s).**	**23.11.2026** upto 1530 Hrs.
1.11	**Deadline for submission of Bid(s) in Physical Form/ Offline Submission**	**30.11.2026** upto 1730 Hrs.
1.12	**Date and Time for opening of part-I (Techno-commercial bid).**	**Online bid opening: 23.11.2026 at** 1600 Hrs.
1.13	**Time and date of opening Financial Bid(s).**	Opening of Financial bids (Online Opening) shall be intimated later on, separately on following websites: www.sapdc.com.np www.sjvn.nic.in https://etender.sjvn.co.in (Only i.r.o. the bidders meeting the specified qualifying criteria and also whose Techno-commercial Bids are found responsive)
1.14	**Bid validity period**	The bids shall remain valid for acceptance for a period of 180 days from the date of opening of Techno-Commercial Bids.
1.15	**Place of submission/opening bids**	**Chief Engineer (P&C)** **Arun-3HPP, SAPDC** **Satluj Bhawan, Arun Sadan, Tumlingtar** **Distt. Sankhuwasabha, Nepal** **Ph. +977-29-575154,** **E-mail Address: pnc.sapdc@sjvn.nic.in**
1.16	**Authority/Officer inviting Tender**	

2. Eligibility

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

(a) Financial Criteria

(a) Average Annual turnover during the last three Financial years, ending 15th July, 2025 should be at least i.e. **NPR 20,29,963/-.**

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

(b) Technical Criteria

Experience of Successfully Completed Similar and/or ongoing Similar Work(s), executed as Contractor/ sub-contractor or JV Member, during last seven (07) years reckoned up to the last day of month previous to the one in which the bids are invited, meeting at least one of the following criteria:-

i. One Similar Work of value not less than **NPR 54,13,236/- (including VAT).**

Or

ii. Two Similar Works, each of value not less than **NPR 33,83,272/- (including VAT).**

Or

iii. Three Similar Works, each of value not less than **NPR 27,06,618/- (including VAT).**

For Completed works, the date of completion of work shall fall within the aforesaid seven-year period. The value of the completed work shall be considered based on the value of work completed.

For ongoing works, only the value of work executed and certified up to last day of month preceding the month in which the bids are invited shall be considered for determining compliance with the above experience criteria.

Similar Work means "Deployment/Providing of manpower".

In case work has been executed as JV, value of the work executed shall be considered in proportionate to percentage participation in JV.

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

In support of above experience condition, the bidder shall submit copies of award letter/Letter of Acceptance/Contract Agreement and documentary evidence of execution of the work, such as Completion Certificate in case of completed works and an appropriate work done certificate/payment certificate issued by the Employer/ Client indicating the value of work executed upto the stipulated cut-off date in case of ongoing works.

The bid shall be treated as non-responsive in case bidder fails to provide supporting document in respect of turnover and experience as detailed above.

2.2 The above stated requirements are minimum and the Employer reserves the right to request for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of the Employer, the qualification data is incomplete or the Bidder if found not qualified to satisfactorily perform the Works.

2.3 Notwithstanding anything stated above, the Employer reserves the right to assess Bidder's capability and capacity to perform the works, should the circumstances warrant such an assessment in the overall interest of the Employer.

2.4 Bidder intending to participate as Joint Venture/ Consortium are not eligible for Bidding.

3. Time for completion/Contract period

Total time for completion of work /contract period is Two (02) Year to be reckoned from the date of issuance of Letter of Acceptance.

The Contract period may be extended beyond Two (02) Year on the same terms and conditions for a period upto 06 (Six) months in a single stretch of 03 (Three) months subject to satisfactory performance certification by EIC.

4. Interested Bidders may download the Tender documents containing Instructions to Bidders, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Bill of Quantities etc. can be downloaded from websites **https://etender.sjvn.co.in**, **https://sjvn.nic.in** and **https://www.sapdc.com.np** .The bidders may submit their bid on e-tender portal as per Sr. No. 1.10 & Sr. No.1.11 herein-above prior to the last date for submission of bids. Bids of those Bidders who have submitted the requisite tender document fee and EMD as mentioned under para 1.4 & 1.6 herein-above acceptable to Employer only shall be considered for bid evaluation.

5. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of his bid and SAPDC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

6. Site Visit

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

7.0 The bidder is expected to examine carefully all instructions, terms and conditions, Performa in the Bidding Documents. Failure to comply with the requirements of bid documents shall be at the bidder's own risk. However, after study of the documents if the bidder notices any error in typing, spellings and/or any omission the same can be brought to the notice of Employer at least 15 days prior to the deadline for submission of bids. It shall be the sole discretion of the Employer to consider such errors/omissions for which necessary corrigendum will be issued.

8.0 Clarification of Bidding Documents

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

Name	**Designation**	**Contact No.**	**Address**
Sudeep Kumar Bhargava	Chief Engineer (P&C)	Tel no: +977-029-575154 E-mail Address: pnc.sapdc@sjvn.nic.in	P&C Department, Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal.
Ankush Sharma	SM (P&C)		

Bidders may also seek clarification on the terms and conditions mentioned in the Tender document before 03 days of bid submission through email pnc.sapdc@sjvn.nic.in . The Employer will respond to clarification requests received 3 days prior to pre-bid meeting by clarifying the same in the Pre-bid meeting, if required. A separate notice regarding calling of Pre bid meeting will be issued on website, if required. Further, if it is determined that clarifications sought are necessary required for this Tender document, the clarifications/corrigendum shall be issued accordingly. Any clarification requiring an amendment to the bid document shall be issued as Corrigendum/Addendum, which shall be uploaded on websites www.sapdc.com.np , www.sjvn.nic.in & on portal https://etender.sjvn.co.in where all prospective Bidders may see the extended deadline. It is advised that bidders shall visit the above website regularly.

SAPDC shall not be obliged to respond to any request for clarifications received later than the above period. Further, mere request for the clarification from the bidders shall not be ground for seeking extension in the deadline for submission of bids.

9.0 Amendment of Bidding Documents

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

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

9.3 The addendum thus issued shall be part of the bidding documents and shall be uploaded on the websites as per Para 9.2 hereof.

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

10.0 Language of bid

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

11.0 Bid Prices

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

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

The rates shall be firm during the entire period of contract and no escalation shall be payable, except the contractor is entitled for reimbursement towards the incremental changes in minimum wages from Statutory Authority/Bodies proportionate to the manpower deployment from the effective date of revision. Base date for price variation on account of revision in minimum wages shall be the last date for submission of bid. The amount against 'Overhead and contractor profit' shall not be revised on revision of minimum wages.

11.3 *Deleted without change in S,N.*

11.4 The bidder shall fill in unit rates and prices for all items of Works described in the Bill of Quantities/Priced Schedule. **In case bidder quotes zero or negative rate against any item of Bill of Quantities/Priced Schedule, the bid will be treated as Non-responsive and such bid will not be evaluated.**

11.5 Deleted without change in sr. no..

11.6 As regards the Income Tax, Surcharge on income tax, VAT & any other Taxes as applicable in Nepal, SAPDC shall not bear any Tax liability whatsoever. The Bidder shall be liable and responsible for payment of such Taxes if applicable under the provision of law at present or in future in Nepal. SAPDC will deduct TDS (Tax deductions at Source) as applicable. The details/information towards the deductions shall be issued by SAPDC.

12.0 Currencies of Bid and Payment

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

13.0 Bid Validity Period

13.1 Bids shall remain valid for acceptance for a period of 180 days (one hundred eighty days) from the date of opening of Techno-Commercial Bids prescribed in Para-21.0 hereof.

13.2 The SAPDC may request the bidders to extend the period of validity for a specified additional period. The request and the bidder's response shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be permitted to modify his bid, but will be required to extend the validity of his bid security for the period of the extension and in compliance with Para-14.0 hereof in all respects.

14.0 Bid Security/EMD

i. Earnest Money shall be submitted in the form of Bank Draft (in original)/Manager Cheque (in original) in the name of **SAPDC-NPR CONSTRUCTION ACCOUNT** payable at Khandbari, Nepal.

Or

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

Or

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

Or,

Alternatively, payment against Bid Security/EMD may also be made directly in the following bank account of SJVN Arun-3 Power Development Company Pvt. Ltd. However, proof of same **(swift statement/ transfer statement/ account statement)** shall be submitted by the Firm/agency with the Proposal on e-tender portal as per clause 17.2 of ITB :

NPR Account Details:
Name of Bank: Everest Bank Limited, Nepal
Name of beneficiary: **"SAPDC- NPR CONSTRUCTION ACCOUNT"**
Acc. No. 00800105200477
Swift Code: EVBLNPKA

Bidder shall be responsible to ensure the receipt of net amount (excluding bank transfer charges) in the account before last date of submission of bid.

(ii) EMD of the bidder shall be forfeited:

i. If bidder withdraws or amends its bid or impairs or derogates from the bid in any respect in the interval between the bid submission deadline and the expiration of the bid validity period.

or

ii. Adopts corrupt or fraudulent practices

or

iii. Does not accept the correction of the Bid Price.

or

iv. In the case of a successful bidder fails to furnish the required Performance Security Deposit within the specified time limit in the Bidding Document, or fails or refuses to sign the Agreement.

(iii) The EMD of the successful bidder will be discharged within 28 days after the Bidder has furnished the required Performance Security Deposit and signed the Agreement.

(iv) The Earnest Money of unsuccessful Firm(s)/Agency(ies) shall be released within 30 days

without any interest after declaration of non-responsive. Further, EMD of responsive bidders (other than L1 bidder) shall be released within 30 days without any interest after the issuance of Letter of Acceptance of successful Firm(s)/Agency(ies).

v) The Bank Guarantee against Earnest Money shall remain valid for 45 days beyond the period of validity of bid i.e. total **225 days** from the last date of submission of bids.

(v) No interest shall be payable by SAPDC on EMD.

15.0 Variation in Bidding Conditions

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

16.0 Signing of bid

16.1 The Bidder shall submit/ upload the bid comprising of the documents as described in Clause 17 of ITB.

16.2 *Deleted without change in S.N.*

16.3 The Bid should be signed/uploaded by legally authorized signatory only under his own DSC.

a. If the tender is submitted **by an individual**, it shall be signed by the proprietor above his full name and name of the firm with its current business address.

b. If the tender is submitted **by a proprietary firm**, it shall be signed by the proprietor above his full name and full name of the firm with its current business address.

c. If the tender is submitted **by a firm in partnership**, it shall be signed by a partner holding the power of attorney for the firm for signing the tender, in which case a certified copy of the power of attorney shall accompany the tender. A certified copy of the partnership deed duly registered and current business address of all the partners of the firm shall also accompany the tender.

d. If the tender is submitted **by a limited company or a limited corporation**, it shall be signed by a duly authorized person holding the power of attorney or any other legally valid document for signing the tender, in which case a certified copy of the power of attorney or any such legally valid document shall accompany the tender.

e. All witnesses shall be persons of status and their full names, occupations and addresses shall be stated below their signatures.

17.0 Documents comprising the bid and manner of Submission thereof:

17.1 **Submission of Documents in Physical Form**:

The bidder shall submit the Technical and financial bid through e-mode. However, the Bidder shall also upload the scanned copies of the following documents along with technical bid through e-mode. The original of the same shall have to be submitted by the deadline of submission of physical documents indicated in the NIT in a sealed envelope through post / courier or by hand on the address of Chief Engineer (P&C), SAPDC, Arun-3 HEP, Satluj Bhawan, Arun Sadan, Tumlingtar, Distt. Sankhuwasabha, failing which the financial bid will not be opened:

i. **Original Bank Draft / FDR / BG / Manager Cheque in case EMD has not been paid directly in the account of SAPDC.**

ii. **Power of Attorney:** Power of Attorney in original of the signatory of the Bid to commit the Bidder in accordance with Sub-clause-16.3 of ITB.

iii. **Integrity Pact:** All pages of Integrity Pact (Schedule-F) duly signed by authorized signatory of the Employer at the time of issue of Bidding Document, shall be signed by the authorized representative of the Bidder while submitting the bid in accordance with Clause 31 of the ITB.

NOTE: The original documents in physical form submitted after the period as specified in NIT shall not be entertained and such bids shall be treated as late bids. If the original documents in physical forms are found to be at variance than the scanned copies submitted earlier along with e-bids, the bids will be treated as non-responsive.

17.2 **Submissions of Documents through E-Mode**

The following documents duly digitally signed by the person authorized to sign the Bid shall be uploaded on SJVN's E-tender portal, https://etender.sjvn.co.in.

The bid shall consist of two parts as under:

Part –I: Techno-commercial bid (excluding price bid).

i. Comprising Bid Security in the form and amount as per bid conditions (as per Sr. No 14.0)
ii. Cost of Tender Document (as per Sr. No. 1.4).
iii. Duly filled in stamped and signed by authorized signatory:
    a) Duly filled in and signed by authorized signatory Tender Form, Form of Declaration, Undertaking regarding Blacklisting
    b) Qualification requirements Form -**Work Experience;**
    c) Qualification requirements details - **Average Annual Turnover;**
iv. Photo copy of VAT/PAN Number/Registration certificate (in case of firm/company bidder shall submit the certificate of incorporation along with Article of Association (AOA) & Memorandum of Association (MOA);
v. Declaration regarding Fraud and Corruption;
vi. Proof of Registration Certificate for Deployment/Supply/Providing of Manpower;
vii. Power of Attorney in favour of Authorized Signatory;
viii. Bank Account Detail;
ix. Related Party Declaration (Third Party / Counter Party)
x. Related Party Declaration-Employee
xi. Integrity Pact (Schedule-F).

Part – II: Price Bid

Comprising of Price Bid, duly filled Bill of Quantities (BOQ). The price bid is to be filled in ONLINE Dynamic Schedule only.

17.3 **The price quoted by the bidder only in the dynamic schedule shall be considered for price bid evaluation.** The Price Bid should be duly filled in electronic form in conformity with the tender specification on the portal only. The BoQ is to be filled in for filling rates of the items to be filled in by the Bidder. The calculation of amount by multiplying the quantities with the rates filled in by the bidder, sub-totals, total etc. shall be done by formulae already provided in electronic form. Where ever price for an item is left blank, in the BOQ, it shall be deemed to have been included in other items. In case of any discrepancy in the calculations, the rates shall be considered final and the amount calculated by using the same shall be corrected and considered as final. Further, in case of discrepancy in the total corresponding to addition or subtraction of sub-totals, the sub-totals shall prevail and total shall be corrected

17.4 In the "Techno-Commercial" part of the bid the bidder shall not give any indication about the bid price in any manner whatsoever. Non-compliance of this provision may result in the rejection of bid.

17.5 Deleted without change in S.N.

17.6 The bidder shall not take any deviation from the bid conditions.

17.7 The bidder shall also fill, sign and stamp each page of the documents forming part of the bid, on the left hand cover (bottom side).

17.8 **The documents to be submitted in Physical form/Offline Submission shall be kept in a cover and sealed. The outer most cover would bear the following identifications:**

On upper left hand corner.

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

In the center of the cover.

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

On the bottom left hand corner:
Name and address of the bidder.

17.9 The **documents to be submitted in Physical form/ Offline Submission** as above shall be submitted either in person or through courier or by post to following address:-

Chief Engineer (P&C),
Arun-3 HEP, SAPDC, Satluj Bhawan, Arun Sadan,
Tumlingtar, Distt. Sankhuwasabha, Nepal. Ph. +977-29-575154

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

17.10 Bidder shall download the following documents and upload the scanned copies of same after duly filled in & signed.

S. N.	Description of Documents	Name of File to be uploaded on the portal
1.	Scanned copy of Bid Security Document /EMD	**EMD Pdf**
2.	Cost of Tender Document	**TDC Pdf**
3.	Copy of PAN/VAT / registration, Certificate of Incorporation along with Memorandum of Association (MoA) and Article of Association (AoA) of company.	**Company Profile Pdf**
4.	Documentary proof for meeting out criteria laid down at Sr. No. 2.1 (MQR) of NIT & ITB above.	**MQR. Proof Pdf**
5.	Tender Form	**T. Form Pdf**
6.	Form of Declaration	**FOD Pdf**
7.	Declaration Regarding Fraud and Corruption	**DRFC Pdf**
8.	Undertaking Regarding Blacklisting	**URB Pdf**
9.	Qualification Requirement Form- Work Experience	**Work_ Exp Pdf.**
10.	Qualification Requirement Form- Annual Turnover	**Turnover_Pdf.**
11.	Proof of Registration Certificate for Deployment/Supply/Providing of Manpower	**M.S Pdf**
12.	Power of Attorney in favour of Authorized person signing the bid	**POA. Pdf**
13.	Bank Account Details	**B.A Pdf**
14.	Related Party Declaration (Third Party / Counter Party)	**RPDT Pdf**
15.	Related Party Declaration-Employee	**RPDE Pdf**
16.	Integrity Pact	**IP. Pdf**

The following documents *(max. size of each attachment is 5MB)* may be scanned & uploaded on the portal as per table given below:

a) The various documents are to be uploaded with the help of 'MAP' link provided at the relevant section of the portal.

b) Bidder may put three (03) characters suffix for each file preceded by an 'under score' for their identification. (Example- poa_xyz.pdf).

c) In case more file is to be uploaded under the same head Numeric suffix may be put by the bidder. (Example - poa1_xyz.pdf, poa2_xyz.pdf, poa3_xyz.pdf…….).

d) For uploading any additional documents bidder may decide the name of file with prefix as 'other' succeeded by 'underscore' and suffix as name of document in short. (Example – other ISO certificate1_xyz.pdf, otherwise certificate2_xyz.pdf …….).

e) For other types of files supported on the portal, please refer the related provisions on the portal.

18.0 Deadline for Submission of Bids

18.1 The Complete Bids (Documents in Physical form and Technical & Financial Bid through e-mode) must be submitted/ uploaded by the bidder not later than the date and time indicated in the NIT & ITB.

18.2 The Employer may, in the exceptional circumstances and at its discretion, extend the deadline for submission of bids by issuing an Corrigendum/addendum in accordance with Clause 9 of NIT & ITB, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

19.0 Late/Delayed Bids

Online submission of the bid will not be permitted on the portal after expiry of submission time and the bidder shall not be permitted to submit the same by any other mode. Similarly hard copies of the Physical/Offline documents, if received by the Employer after the deadline for submission of Bids prescribed in NIT, then it will be considered as *'Late Bid'* notwithstanding the fact that the bidder has uploaded the bid online within the stipulated deadline. In such a case, the uploaded online bid on the portal shall be considered as non-responsive and shall not be processed further

20.0 Modification and Withdrawal of Bids

20.1 The Bidder may modify, substitute, or withdraw his bid after its submission but in any case, before the official deadline for submission as per the provisions at the portal.

20.2 Any alteration/ modification in the Bid or additional information supplied subsequently to the Bid Due Date and time, shall be disregarded.

20.3 Withdrawal or modification of a Price Bid during the interval between the deadline for submission of Bids and expiration of the period of Bid validity specified in **Clause 13** shall result in the forfeiture of the Bid Security pursuant to **Sub-Clause 14 (ii)** hereof.

20.4 No bid may be modified subsequent to the deadline for submission of bids.

21.0 Bid Opening

21.1 The Employer will open the bids in the presence of the bidder's designated representatives who choose to attend at the time, date and place specified in the NIT. The Bidder representatives who are present shall sign a register evidencing their attendance.

21.2 Bidders may also view tender opening online on the portal at their end. The date of opening of Price Bids shall be intimated separately to all the techno-commercially responsive bidders. Price Bids shall be opened on due time, date and place as specified in notification letter issued by the

Employer. Price Bids of the Bidders whose Bids not found Techno-commercially responsive shall not be considered for opening and shall not be considered at all any further.

21.3 At the time of opening, all important information and any such other details as the Employer may consider appropriate, will be announced by the Employer. This shall include but may not be limited to the Bidders' names and the presence (or absence) of bid security. The bids whose bid security/ cost of tender document is either deficient in value and/ or form, will be rejected out rightly & will not be evaluated further.

21.4 After the process of technical evaluation is over, the employer shall notify the technically responsive bidders regarding date & time of opening of financial bid on websites.

21.5 At the time of the opening of the 'Financial Bid', the names of the bidders whose bids were found responsive in accordance with **clause 23** will be announced. The financial bids of only those bidders will be opened on E-mode. The responsive bidders' names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of bid opening.

22.0 Clarification of Bids

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

23.0 Determination of Responsiveness & Techno-Commercial evaluation

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

i) meets the eligibility and qualification requirements set out under Para 2.0 hereof;
ii) has been properly signed by an authorized Signatory holding notarized Power of Attorney in his favour.
iii) is accompanied by the required securities, and
iv) is substantially responsive to the requirements of the bidding documents.

23.2 A substantially responsive bid is one, which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviation or reservation. A material deviation or reservation is one:

i) which affects in any substantial way the scope, quality, or performance of the Works;
ii) which limits in any substantial way, inconsistent with the Bidding documents, the SAPDC rights or the bidder's obligations under the Contract; or
iii) Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

23.3 If a bid is not substantially responsive, it will be rejected by the SAPDC and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

23.4 During the evaluation of bids, the following definitions apply:

i) "Deviation" is a departure from the requirements specified in the Bidding Document;
ii) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
iii) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

24.0 Commercial evaluation

24.1 *Deleted without change in S.N.*

24.2 *Deleted without change in S.N.*

24.3 Evaluation and Comparison of Bids

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

24.3.2 Deleted without change in sr. no.

24.3.3 The successful bidder shall be the one whose evaluated Bid price is lowest on overall basis if considered reasonable at the sole discretion of Employer. The SAPDC does not bind themselves to accept the lowest or any tender or to give any reason for their decision. **The rate quoted for BOQ item no. 1 shall not be less than the statutory and mandated wage cost per worker per month set out in *'Break-down of estimated cost'*. A bid failing this test shall be rejected. Employer's decision for award of Contract shall be final and binding on all the bidders.**

25.0 Award Criteria

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

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

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

27.0 Notification of Award

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

27.2 The notification of award will constitute the formation of the Contract until formal Agreement is signed pursuant to clause 28 of ITB and further subject only to the furnishing of a performance security deposit in accordance with the provisions of clause 29 of ITB.

28.0 Signing of Agreement

28.1 The Agreement will incorporate all agreements between the Employer and the successful bidder. It will be signed by the Employer and the successful bidder after the performance security deposit is furnished. After receipt of security deposit, the Employer shall notify the contractor about the readiness of the Agreement. The Agreement shall be signed within 14 days from the date of issue of such notice to the Contractor.

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

After signing the contract agreement, Contractor shall, within 15 days, submit **two (02) bound copies of the original Contract Agreement to the Employer.**

29.0 Performance Security

a) Contractor shall furnish a "Contract Performance Guarantee" in favour of **SJVN Arun-3 Power Development Company**, towards contract performance security within 28 days from the date of issuance of letter of award in one of the form as detailed below: -

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

Or

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

Or

An irrevocable valid and fully enforceable Bank Guarantee (in original) from a Commercial (Class A) bank of Nepal in favour of **SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC)** acceptable to SAPDC. The said Bank Guarantee should be as per the format provided in tender document, which shall be **valid till 60** (**Sixty**) days beyond contract completion period**.**

b) The guarantee amount shall be equal to 5% of the Contract Price for the faithful performance of the contract in accordance with the terms and conditions specified in the contract. The guarantee shall be **valid till 60 days beyond contract period**. The above contract performance guarantee shall be liable for forfeiture in case of failure of the bidder to fulfill its contractual obligations under the contract.

c) The performance guarantee will be returned to the contractor within 28 days after completion of Contract period without any interest and "Satisfactory Performance Certificate" issued by E.I.C. (Engineer –in- Charge).

d) In case of delay in submission of performance security beyond 28 days as provided in clause 29.a above, interest @ SBI, India one year MCLR +200 Basis points applicable on the date of bid submission shall be charged on per day basis up to the date of delay in submission. However, delayed acceptance beyond 56 days shall be at the sole discretion of SAPDC and Letter of Acceptance/ award (LOA) shall be subject to cancellation and forfeiture of EMD along with other suitable action as per NIT.

e) In case, the last day of submission of Performance Security happens to be a bank holiday, the last day of submission shall be the next working day.

30.0 Corrupt or Fraudulent Practices

It is expected from the Bidders that they will observe the high standard of ethics during the bidding process and execution of such Contracts. In pursuance of this policy:

a. defines, for the purpose of these provisions, the terms set forth below as follows:

(i) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and

(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a Contract to be detrimental to the Employer.

(iii) "collusive Practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of Client, designed to establish bid prices at artificial, non-competitive levels and to deprive the Employer of the benefits of free and open competition.

(iv) "coercive Practice" means harming or threatening to harm, directly or indirectly, person or their property to influence or affect the execution of Contract.

(v) "Integrity Pact" means an agreement signed between the Contractor and the Employer committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the Tender/Contract.

b. An agreement called Integrity Pact between the prospective Bidders and the Employer shall be signed committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the Tender/Contract. The Independent External Monitor(s) (IEM) appointed by the Employer shall oversee the compliance of obligation under the Integrity Pact.

c. A Bid shall be rejected by the Employer if it is determined at any stage that respective Bidder has engaged in corrupt or fraudulent or Collusive or Coercive practices or defaulted commitments under Integrity Pact in competing for or in executing the Contract in question and his Bid Security shall be forfeited. The Contractor shall not be entitled for any compensation whatsoever under this clause.

d. The Employer may declare a bidder ineligible either indefinitely or for a stated period of time to be awarded a Contract or may terminate the Contract (if already awarded), if it at any time determines that the bidder/contractor on any of its personnel or agents or sub-contractors/manufacturers/sub-consultants/ service providers/suppliers and/or any of their employees have engaged in corrupt or fraudulent or collusive or coercive practices in competing for, or in executing a Contract.

e. The documents/information submitted by Contractor may be verified by the officials of the Employer for its authenticity at any time and the Contractor shall provide all facilities/co-operation in this regard. If it is found that any of the documents/information submitted by the Contractor is not genuine, the Employer shall have full rights to cancel his Bid, forfeit the bid security and terminate the Contract, if awarded.

f. A Bidder/Contractor may also be debarred for any actions or omissions by the bidder/contractor other than those brought out above or in Integrity Pact, which in the opinion of the Employer/Consultant, warrants debarment, for the reasons like supply of substandard material, non-supply of material, abandonment of works, substandard quality of works, failure to abide "Bid Security" etc.

31.0 Integrity Pact (Schedule-F)

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

The Integrity Pact, signed by all the prospective Bidders and the Employer, shall commit the persons/officials of both the parties, not to exercise any corrupt/fraudulent/collusive/coercive practices in the Tendering process and also during implementation of the Contract. Only those Bidders who have entered into Integrity Pact with the Employer shall be eligible to participate in the bidding process. Bidders signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter. Entering into Integrity Pact as per "Schedule-F" is a basic qualifying requirement. To oversee the compliance of obligation under the Integrity Pact, a panel of Independent External Monitor(s) (IEMs) have been appointed by concerned authority. The Contact address of IEMs are as under:

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

3	Sh. Sanjay Kumar Srivastava, IAS (Retd.)	C-2 Flat No. 2475, Vasant Kunj, (Opposite DPS School) Vasant Kunj New Delhi-110070 E-mail: srivastava.sk001@gmail.com

Employer Signed Integrity Pact is uploaded along with tender document on the websites. Bidders are requested to download the same and submit the duly signed Integrity Pact with Part-I (Enveolpe-1) of Bid and submit the original with Offline Bid also.

For & on the behalf of SAPDC,

Sd/-
Chief Engineer (P&C),
SAPDC, Arun-3 HEP
Satluj Bhawan, Arun Sadan,
Tumlingtar Distt. San/khuwasabha, Nepal
Ph. +977-29-575154,
E-mail Address pnc.sapdc@sjvn.nic.in

FORMS

TENDER FORM

To

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

1. We have read and examined the following Bidding Documents relating to **(PCD-288/2026) "Annual maintenance of lawn, flower beds etc. of office and residential complex of SAPDC, Arun-3 at Tumlingtar, Sankhuwasabha District, Nepal for a period of two years**.".

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

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

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

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

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

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

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

Name_____

Designation_____

Contact No. /Email ID

Witness:

Name_____

Signature_____ Designation_____

Date_____ Name of Company_____

Name & Address_____

_____ Date: _____

Postal Address_____ _____

Telegraphic Address:_____ _____

Telephone No._____ Telex

No._____

Fax No._____ E-mail _____

FORM OF DECLARATION

M/s…….(name of Bidder) having its registered office at ……(hereinafter referred to as the Bidder) having carefully studied all the Bidding Documents, the local and site conditions etc. pertaining to the Work for **(PCD-288/2026) "Annual maintenance of lawn, flower beds etc. of office and residential complex of SAPDC, Arun-3 at Tumlingtar, Sankhuwasabha District, Nepal for a period of two years"** and having undertaken to execute the said works,

DO HEREBY DECLARE THAT:

1. The Bidder is familiar with all the requirements of the Contract.
2. The Bidder has not been influenced by any statement or promise of any person of the Employer but only the Contract Documents.
3. The Bidder is financially solvent.
4. The Bidder is experienced and competent to perform the Contract to the satisfaction of Employer.
5. The Bidder is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipalities, District, State and Central Government of Nepal that may affect the work, its performance or personnel employed therein.
6. The Bidder hereby authorizes the Employer to seek reference from the bankers of Bidder for its financial position.
7. The Bidder undertakes to abide by all labour welfare legislations.
8. The information / statement submitted by the Bidder along with the bid is true and correct in all respects.

Date:

For and on behalf of the bidder

……..

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

Name & Designation: -……..

E-mail:-……..

Contact. No:-……

DECLARATION REGARDING FRAUD AND CORRUPTION

1. We undertake that, in competing for the above work contract (and if the award of work is made to us for execution), we shall strictly observe the laws against fraud and corruption in force in Nepal.

2. We declare and covenant that neither we nor any member of the JV are under a declaration on ineligibility for poor performance / failure, issued by the Govt. of India/ Govt. of Nepal, State Govt./Govt. Deptt. / PSU.

Yours faithfully,

Signature

[Name and Title of Signatory]

[Name of Bidder/Firm]

UNDERTAKING REGARDING BLACKLISTING

To: [*Name and address of Employer*]

Dear Sir,

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

We remain,

Yours sincerely,

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

Name and Title of Signatory: _____

Name of Bidder/Firm _____

Address: _____

Seal of the Bidder/Firm_____

Qualification Information

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

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

S.N.	Name of Work	Value of Work (awarded/executed)	Name of Client	Date of LOA/ Agreement	Date of Completion

Note: -

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

Qualification Information

AVERAGE ANNUAL TURNOVER

Bidder's Name & Address

To:

SAPDC

We declare that the Average Annual Financial Turnover during the last 3 years, ending 15th July 2025 are as under:

S. No.	Period	Turnover
1.	2022-23 (AD) / 2079-80 (BS)	
2.	2023-24 (AD) / 2080-81 (BS)	
3.	2024-25 (AD) / 2081-82 (BS)	
4.	Average Annual Financial Turnover for the last three (03) completed financial years	

Related Party Declaration - Third Party / Counterparty

Name of counterparty:
Address:
PAN:
CIN/Registration No.
Nature of Transaction:
NIT/LOA/PO/MoU/Other reference No. (if any);

Declaration

It is hereby declared that the above-named counterparty:

1. **is/is not (PLEASE TICK)** a Related Party of SJVN Limited within the meaning of Section 2(76) of the Companies Act, 2013 and Indian Accounting Standard (Ind AS)-24.
2. In case the counterparty is a Related Party, the details are as under.

A. Nature of Related Party Relationship **(tick/specify, as applicable) OR WRITE NOT APPLICABLE:**

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

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

Name of Person / Entity:
Designation/Position/Role/Association with SJVN Limited: Relationship:

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

For and on behalf of:

Signature:

Name:

Designation:

Date:

Place:

Related Party Declaration - Employee

Name of Employee/ Candidate:

Employee Code/ Registration/Application no

Designation/ Post Applied For:

Declaration

It is hereby declared that:

1. The employee/ candidate does/does not **(PLEASE TICK)** have any relationship that qualifies as a Related Party relationship with SJVN Limited.

[In case of existence of a Related Party relationship, the details are as under]

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

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

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

Name of Person:

Designation/ Position / Role /Association with SJVN:

Limited Relationship:

2. Any change shall be promptly intimated.

Signature of Employee/ Candidate:

Name:

Date:

Place:

GENERAL CONDITIONS OF CONTRACT (GCC)

1: DEFINITIONS:

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

(i) **Bill of Quantities or Schedule of Quantities & Prices:** means the priced and completed bill of quantities forming part of the Contract.

(ii) **Contract Price:** means the amount arrived at by multiplying the quantities shown in the Bill of Quantities by the respective item rates as allowed and included in the Letter of Acceptance.

(iii) **Contractor:** means the successful Bidder who is awarded contract to perform the work covered under these Bidding Documents and shall be deemed to include the Contractor's successors, executors, representatives or assigns.

(iv) **Corporation or Employer:** means the SJVN Arun-3 Power Development Company Private Limited having its office at Tumlingtar, Distt, Sankhuwasabha, Nepal, and includes therein legal representatives, successors and assigns.

(vi) **Day:** means a calendar day beginning and ending at midnight.

(vii) **Engineer-in-Charge/Engineer:** means the Engineering Officer nominated by the Employer or its duly authorized representative to direct, supervise and be in charge of the works for the purpose of this contract.

(viii) **Letter of Award or Acceptance**: means a letter from the Employer conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.

2: INTERPRETATION

2.1 Words importing the singular only shall also include the plural; he includes she and vice versa unless this is repugnant to the context. Unless specifically defined, words shall have normal meaning under the language of Contract.

2.2 Heading and marginal notes in these General Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof of the Contract.

2.3 Any error in description, quantity or price in Bill of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from execution of the whole or any part of the Works comprised therein according to scope of work or from any of his obligations under the Contract.

2.4 In the case of discrepancy between the Letter of acceptance issued by Employer, Special Conditions of Contract, General Conditions of Contract, the Bill of Quantities and other documents of Contract the following order of precedence shall prevail:

a) Agreement
b) Letter of Acceptance;
c) Special Conditions of Contract;
d) General Conditions of Contract ;
e) Detailed Scope of Work;
f) Priced Bill of Quantities;
g) Contractor’s Bid other than BOQ;
h) Notice Inviting Tender &Instructions to Bidders; and
i) Any other document forming part of the Contract.

3.0 Contractor's Default

(a) If the contractor shall neglect to execute the work with due diligence and expedition or shall refuse or neglect to comply with any reasonable order give to him in writing by the EIC in connection with the work or shall contravene the provisions of the contract , the Employer may give notice in writing to the contractor to make good the failure, neglect or contravention complained of , should the contractor fail to comply with the notice within fifteen (15) days from the date of service thereof, then and in such case the Employer shall terminate the contract and shall be at liberty to comply other contractor and forthwith execute such part of the work as the contractor may have neglected to do or if the Employer shall think fit, without prejudice to any other right he may have under the contract, to take the work wholly or in part out of the contractor's hands and re-contract with any other person or persons to complete the work or any part thereof and apply any balance payment which may otherwise be due on the contract by him to the contractor, or such part thereof as may be necessary, to the payment of the cost of executing the said part of the work or of completing the work as the case may be. If the cost of completing the work or executing a part thereof as aforesaid shall exceed the balance payment due to the contract, the contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages/Compensation/penalty for delay, which the contractor shall have to pay if the completion of work is delayed and attributable to the contractor.

(b) The termination of the contract under this clause shall not entitle the contractor to reduce the value of the contract performance security nor the time thereof. The Contract Performance Security shall be valid for the full value and for the full period or the completion of the Contract.

4.0 Suspension of work

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

5.0 Deployment of labour

i. The contractor will deploy regular/ skilled workmen with experience of such type of work.

ii. All traveling expenses including provision of all necessary transport to & fro from site, lodging, allowances and other payment to the experts/workmen shall be the sole responsibility of the contractor.

iii. The contractor will comply with all acts/laws and other statutory provisions rules, regulations and byelaws as are applicable or which might become applicable with regard to the performance of the work and the engagement of the experts/workers. Minimum wage as notified by the Govt. of Nepal and amended from time to time shall be ensured by the Contractor for different labour categories.

iv. The contractor will be responsible for compensation payable arising out of accidents including payment to third party, if involved, no compensation in case of accident / damages or for death/ injury to the experts/workmen will be paid by the SAPDC.

6.0 Insurance

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

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

6.2 The Contractor shall indemnify and keep indemnified the Employer against all losses and claims for death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the execution of works during the Period for Completion for whole of the works and also against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, and such liabilities shall include claims/compensations of the third party.

6.3 The Contractor shall avail 'group personal accident insurance policy' covering all the personnel employed by the Contractor for execution for Works complying requirement of Workmen Compensation Act/ Labour Act 2074 as applicable in Nepal.The minimum cover for personal injury or death insurance shall, however, be not less than as per requirements of the Labour Act of Nepal. The contractor shall also provide medical insurance to manpower deployed by him under this contract.

6.4 Policies and certificates for insurance shall be delivered by the Contractor to the Engineer-in-Charge for the Engineer-in-Charge's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

6.5 Alterations to the terms of insurance shall not be made without the approval of the Engineer-in-Charge.

6.6 Both parties shall comply with any conditions of the insurance policies.

7.0 Payment

i. Running Account / Interim bills shall be submitted by the Contractor monthly on or before the date fixed by the Engineer-in-Charge for the work executed after compliance of all statuary provisions and complete in terms of contract conditions. The Engineer-in-Charge shall then verify the bills with reference to the measurements recorded in the measurement book(s).

ii. Payment on account for amount admissible shall be made on the Engineer-in-Charge certifying the sum to which the Contractor is considered entitled by way of interim payment for the work executed, after deducting there from the amounts already paid, and such other amounts as may be withheld/deductible or recoverable in terms of the Contract.

iii. ***Deleted without change in S.N.***

iv. Payment of the Contractor's bills shall be made by the Employer within 30 days from the date of submission of the bill subject to the acceptance of the Engineer-in-Charge.

8.0. VAT/Taxes & duties

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

9.0 Force Majeure

The term "Force Majeure" shall herein mean riots (other than among the Contractor's employees), Civil Commotion (to the extent not insurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection,

military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires not caused by Contractor's negligence and other such causes over which the Contractor has no control and are accepted as such by the Engineer-in-Charge, whose decision shall be final and binding. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party alleging that it has been rendered unable as aforesaid, thereby shall notify within 10 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.

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

10.0 DEVIATIONS:-

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

11.0 FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

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

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

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

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

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

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

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

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

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

12.0 COMPENSATION/PENALITY:-

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

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

For Example:- for the above work, total no. of manpower as per Annexure-I ((under item no. 1 of BOQ), is required to deployed fourteen (14).

Suppose contractor has not deployed 3 helper for 10 working days and 1 plumber for 15 working days under item no.1 of BOQ in a month, and awarded rate (Including all cost) against item no. 1 of BOQ is NPR 5,50,000/- per month (illustrative only). The amount to be paid shall be find out as follows.

Total no of working man days required in a month as per Annexure-I is 26 x (1+2+8+3) =364.

Total no of working man days actually provided under item no 1 of BOQ is {1x11 + 2x26+8x26+3x26} =319

Amount to be paid to the contractor for that particular month is = {319/364 x 550000} = 4,82,005.49/-.

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

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

12.2 The staffs are required in uniform at lease 04 working days of the week. If any of the staff required being in uniform is found without proper uniform or uniform found poorly maintained, a penalty of NPR 500/- per occasion may be deducted from contractor's monthly bill.

12.3 The aggregate of all deductions/penalties under this Clause 12.1 (b), 12.2 and the SCC shall not exceed 5% (five percent) of the Contract Price. On the aggregate reaching this limit, the Employer may terminate the Contract under Clause 3.0 of GCC.

13.0 PRICES AND TAXES & DUTIES:

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

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

14.0 Resolution of Dispute

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

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

Special conditions of the contract (SCC)

1 SAPDC shall make all the arrangement for electricity & water supply etc. required for the execution of work.

2 Material, Equipment/Tools/TNP, manure, insecticides etc. required to carry out this works will be supplied by SAPDC.

3 Contractor shall carry out the works as per the Nepal standard of work.

4 Contractor shall comply with all relevant quality, safety standards and all rules/ laws of Govt. of Nepal.

5 The work shall be carried out in manner complying in all respect with the requirements of relevant by laws of the local bodies in whose jurisdiction the work is situated.

6 The deployment of Labour shall purely be as per work requirement and labour can be deployed anywhere in project area/ site.

7 Labour deployed for work should be of age in between 18 to 57 years and physically fit to execute the specific work.

8 The agency will have to make payment on the basis of Minimum Wages as per notification issued by Government of Nepal from time to time.

9 The contractor shall strictly comply with all statutory provision of laws/Acts applicable to the labour engaged by him such as Minimum Wages Act, Factory Act, Bonus Act, Maternity Act, and any other Act applicable.

10 The contractor will provide all allowances such as Dearness allowance (DA), Dashain Allowance, Social Security Fund (SSF) and all other compulsory allowances as per norms of Govt. of Nepal/ ensuring compliances to various labour and all industrial laws/acts for respective manpower and Uniform allowance (Fixed NPR 904/- Including VAT per month) & Project/Hard/remote area allowance (@NPR 2825/- Including VAT per month).

11 Man power is required in uniform at least 04 working days of the week. If any staff required being in uniform is found without proper uniform or uniform found poorly maintained, a penalty of NPR 500/- per occasion may be deducted from contractor' bill

12 Providing Conveyance, Lodging, and Fooding etc. to Manpower engaged in work shall be sole responsibility of the Contractor and SAPDC in no way be liable to provide the same.

13 The contractor shall at his own expense, arrange for the safety provisions as required by any laws in force, in respect of the labour employed directly or indirectly for performance of the works.

14 The contractor shall assure and submit the proof of payment of PF contribution, Gratuity and any other social security allowance of employees as per Norms of Gov. of Nepal.

15 The payment to the contractual employees shall be made on or before 7^{th} of every month failing to which it will attract a penalty @ 0.25% per day on total amount of the awarded contract value, however in the event of payment not released by the contractor to manpower by 10^{th} day of month then payment can be released by SAPDC directly to the person and shall be recovered from the contractor by imposing 1% penal interest.

16 The Contractor has to furnish the police verification of the manpower deployed by him within one week.

17 The Contractor shall not sublet the work either in part or full to any other person/agency.

18 The Contractor should visit the site of works/jobs before tendering. No special claim whatsoever on account of difficulties arises due to situation of the site will be entertained.

19 Variation in the statutory minimum wages after the last date of submission of bids shall be reimbursed as per clause 11.2 of ITB, proportionate to the manpower deployed without any overhead or Profit. VAT shall be payable as applicable.

20 The contractor will provide Job Card to each person which will be submitted back to issuing authority after completion of job.

21 The payment shall be made to contractor as per actual work done on monthly basis as per BOQ of the tender document. The contractor shall have to satisfy and give proof to EIC of having made payment to resource deployed for the period for which the bill has been submitted & EIC ensure that payment to resources has been made. This however; shall not be linked with liabilities of the contractor to pay wages to his resources as per provisions of payment of wages act.

22 The contract may be extended on mutual understanding for a period upto 06 (six) months in a single stretch of 03 months on the basis of same terms and conditions.

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

Scope of Work

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

1. The contractor shall provide minimum Manpower as per **Annexure-I.**
2. The maintenance of lawn includes weeding, trimming and pruning of grass by mowing with grass cutting machines, top dressing, using of manure, fertilizers, spraying of insecticides, pesticides, fungicides, weedicides, sweeping & watering etc. and patch work by planting the doob grass wherever found dead.
3. The maintenance of trees, shrubs and creepers includes the maintenance of all trees, shrubs and creepers by their manure, watering, hoeing, pruning and trimming, replacement of old dead one and to ensure enough supply of air and water. Circular kiaries around the tree trunk are to be prepared. The creepers across the wall are to be provided support by rope and other trees and shrubs by bamboo sticks as required.
4. The maintenance of hedges includes their watering, hoeing of channels, pruning and trimming and replacing old and dead plants by planting the new saplings/cuttings dead/uprooted plants etc.
5. The curb stones along with roads and decorative pots in the campus shall be washed at least once a month.
6. The potted plants are to be maintained at least at the present level of maintenance in the building, both inside the corridors on all floors and around the building.
7. For having an estimate of the work involved, the interested parties should visit the Office Complex on any working day to know the amount of work involved, before submitting their bids.
8. Working hours for deployed resources shall be 8 hours (9:30 am to 5:30 pm)/timing of deployment of labour will be as directed by the EIC as per work requirement on all working days of a week. Working days shall be 6 days in a week (i.e. One day's weekly rest). In addition to One day's weekly rest, Holidays as applicable in SAPDC shall also be granted.
9. Day of weekly rest for one day's weekly rest of the manpower shall be fixed by the EIC as per requirement/as per the rules applicable in SAPDC.

Annexure-I

Minimum Manpower to be deployed on all working days for the execution of work				
Sr. No.	**Category of worker**	**Nos**	**Description**	**Location**
1	Highly-Skilled	1	Plumber	SAPDC Office and Residential Complex, Tumlingtar and/or as per direction of EIC
2	Skilled	2	Gardener-Grass Cutter Operator/Plumber	
3	Semi-Skilled	8	Mali, Sewer man and Grass Cutting Machine/Water filter plant operator	
4	Un-Skilled	3	Helpers	

PROFORMA FOR AGREEMENT

This agreement made this _____day of_____ Between_____ (name and address of Employer) (hereinafter called "SJVN Arun-3 Power Development Company") and _____ _____ (name and address of Contractor) (hereinafter called "the Contractor" of the other party).

Whereas the SJVN Arun-3 power Development Company Private Limited is desirous that the Contractor executes **(PCD-288/2026) "Annual maintenance of lawn, flower beds etc. of office and residential complex of SAPDC, Arun-3 at Tumlingtar, Sankhuwasabha District, Nepal for a period of two years"** (hereinafter called 'the Works') and the SJVN Arun-3 Power Development Company Private Limited has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects herein at a contract price of NPR_____

NOW THIS AGREEMENT WITNESSETH as follow:

1. In this Agreement, words and expression shall assume the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. In consideration of the payments to be made by the SJVN Arun-3 Power Development Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the SAPDC to execute and complete the Work and remedy the defects therein in conformity, in all aspects, with the provisions of the Contract.

3. The SJVN Arun-3 Power Development Company hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and remedy the defects wherein the contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. The following documents shall be deemed to form and be read and construed as part of this Agreement, Viz:

   a. Agreement
   b. Integrity Pact
   c. Letter of Acceptance;
   d. Special Conditions of Contract;
   e. General Conditions of Contract;
   f. Detailed Scope of Work;
   g. Priced Bill of Quantities;
   h. Contractor's Bid other than BOQ;
   i. Notice Inviting Tender &Instructions to Bidders; and
   j. Any other document forming part of the Contract.

For and on behalf of the Contractor	For and on behalf of SAPDC
i) Name: _____ (Authorized Signatory)	Name: _____
ii)Name : _____	Designation:
_____	
In the presence of:	In the presence of:
Name _____	Name_____
_____	_____
Add. _____	Add. _____
_____	_____

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

Signed and Delivered

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

FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(Refer clause 14.0 of NIT & ITB)

WHEREAS _____ (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated _____ (date) for **(PCD-288/2026) "Annual maintenance of lawn, flower beds etc. of office and residential complex of SAPDC, Arun-3 at Tumlingtar, Sankhuwasabha District, Nepal for a period of two years."**

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

1. If after Bid opening the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid or
2. If the Bidder having been notified of the acceptance of his Bid by the SJVN Arun-3 Power Development Company Private Limited, during the period of bid validity.

   a. fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or

   b. fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders, or

   c. does not accept the correction of the Bid Price**.**

   d. adopts corrupt or fraudulent practices

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

This Guarantee will remain in force up to and including the date 225 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 30.0 of NIT & ITB)

Date:

To,

Name & Address of the Employer

We have been informed that ……(the "company"), having its registered office at …… has entered into a Agreement on ……20…. with you for the work of **(PCD-288/2026) "Annual maintenance of lawn, flower beds etc. of office and residential complex of SAPDC, Arun-3 at Tumlingtar, Sankhuwasabha District, Nepal for a period of two years".**

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

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

The term of this Performance Security shall commence on the date of its issuance and shall expire on the date 60 days beyond the Contract Period (the "Expiry Date").

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

This guarantee is subject to Uniform Rules for Demand Guarantees ICC Publication No. 758, except that the provisions of Article 26 are hereby excluded and shall be governed by and construed in accordance with the Laws of Nepal and will be subject to the jurisdiction of the courts of Nepal.
The Performance Security shall not be affected by any change in the constitution of the Guarantor or of the Company.

Notwithstanding anything contained hereinabove:

(1) Our liability under this Guarantee shall not exceed the Security Amount

(2) Any demand may be brought by SAPDC under this Guarantee up to close of business on the Expiry Date.

(3) We shall be liable to pay any amount under this Guarantee or part thereof only if we receive a claim or demand in writing within banking hours at our branch on or before the Expiry Date and if no such demand has been received by us by that time and date, all rights to bring any demand under this guarantee will cease.

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

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

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

Designation:…….

Seal of the Bank:……..

Signed for and on behalf of: ……

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

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

Name:……..

Designation:…….

Seal of the Bank:……..

Signed for and on behalf of:……]

Price Schedule/Bill of Quantities (BOQ)					
Name of Work: (PCD-288/2026) "Annual maintenance of lawn, flower beds etc. of office and residential complex of SAPDC, Arun-3 at Tumlingtar, Sankhuwasabha District, Nepal for a period of two years".					
Sr. No.	**Description of item**	**Unit**	**Qty**	**Rate (NPR) (Inclusive of VAT)**	**Amount (NPR) (Inclusive of VAT)**
1.	Maintenance of lawn, flower beds etc. i/c horticulture work, cleaning of dead leaves & watering, cleaning of drains & Internal roads in Tumlingtar office-cum-residential complex on both sides having area approximately 29000 Sqm. operating & maintaining of bore well pumps, water filtration plant and STP at Tumlingtar. **(01 No. Highly Skilled, 02 Nos Skilled, 08 Nos Semi Skilled and 03 Nos Unskilled Manpower to be deployed compulsorily)**	Per Month	24		
2.	Supplying and stacking at site dump manure from approved source, including carriage upto 5 km lead complete (manure measured in stacks will be reduced by 8% for payment): Screened through sieve of I.S. designation all size	cum	30		
Total Amount (NPR) Inclusive of VAT and Inclusive of all cost as per scope of work (Manpower wages including all allowances etc.)					

Note:-

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

(ii) Bidder has also consider all the expenses (Uniform, Providing Conveyance, Lodging, and Fooding etc. as mentioned in SCC) for deployed Manpower as per Annexure-I.

(iii) Variation in statutory minimum wages after the last date of submission of bids shall be reimbursed as per Clause 11.2 of ITB, without any overhead or profit.

Place: -

Date:-

Bidders Name and Signature along with seal

BREAK -UP OF ESTIMATED COST

(STATUTORY AND MANDATED WAGE COMPONENTS PER WORKER PER MONTH)

Name of Work: (PCD-288/2026): "Annual maintenance of lawn, flower beds etc. of office and residential complex of SAPDC, Arun-3 at Tumlingtar, Sankhuwasabha District, Nepal for a period of two years."					
Wage Breakdown (Manpower)					
S. No.	**Description**	**Highly-skilled**	**Skilled**	**Semi- Skilled**	**Unskilled**
1.	**Notional Manpower**	**1**	**2**	**8**	**3**
2.	Basic Pay	25,940/-	23,405/-	13,545/-	12,170/-
3.	Dearness Allowance (Fixed)	7,380/-	7,380/-	7,380/-	7,380/-
4.	Festival allowance @ 8.33% of Basic pay	2,161/-	1,950/-	1,128	1,014/-
5.	SSF @20% of Basic pay	5,188/-	4,681/-	2,709/-	2,434/-
6.	Uniform Allowance Fixed	800/-	800/-	800	800/-
7.	Project Area Allowance (Fixed)	2,500/-	2,500/-	2,500	2,500/-
8.	Total 01 month	43,969/-	40,716/-	28,062/-	26,298/-
9.	Total for one month as per quantity of notional manpower at Sr. No. 1	43,969/-	81,432/-	2,24,496/-	78,894/-
10.	Grand Total (NPR) **(Excluding VAT)** for **one (01) month** of Sr. No. 9 (For 1 Highly-skilled, 2 Skilled + 8 Semi-skilled + 3 Unskilled Manpower)	**4,28,791/-**			

Schedule-F

EMPLOYER SIGNED PRE-CONTRACT INTEGRITY PACT

Schedule-"F"

PRE-AWARD 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 SAPDC Office Complex, Ward No 9, Tumlingtar, Khandbari Municipality, Sankhuwasabha, Nepal, hereinafter referred to as "The Employer" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the First Part.

And

M/s……, a company/ firm/ individual (status of the company) constituted in accordance with the relevant law in the matter and having its registered office at ……represented by Shri……, (Authorized Signatory), 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 **(PCD-288/2026)** "**Annual maintenance of lawn, flower beds etc. of office and residential complex of SAPDC, Arun-3 at Tumlingtar, Sankhuwasabha District, Nepal for a period of two years"** and the Bidder/Contractor is willing to offer against Tender No. SAPDC/P&C/Arun3HEP/PCD-288/2026-700 dated 02.11.2026.

NOW, THEREFORE,

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

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

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

1.0 Commitments of the Employer

1.1 The Employer undertakes that no official of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder/Contractor, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contact.

1.2 The Employer will, during the pre-contract stage, treat all the Bidders/Contractors alike, and will provide to all the Bidders/Contractors the same information and will not provide

any such information to any particular Bidder/Contractor which could afford an advantage to that particular Bidder/Contractor in comparison to other Bidders/Contractors.

1.3 All the officials of the Employer will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Employer with full and verifiable facts and the same is prima facie found to be correct by the Employer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer or Independent External Monitor and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.

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

2.1 The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, `directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with Employer for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with Employer.

2.3 The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign principals or associates.

2.4 The Bidder(s)/Contractor(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract

2.5 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.6 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.



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

2.8 The Bidder/Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in electronic data carrier. The Bidder/Contractor also undertakes to exercise due and adequate care lest any such information is divulged.

2.9 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

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

2.11 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the Employer, or alternatively, if any relative of an officer of the Employer has financial interest/stake in the Bidder(s)/Contractor(s) firm (excluding Public Ltd. Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act, 2013 (India).

2.12 The Bidder(s)/Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Employer.

2.13 The Bidder/supplier shall follow all rules and regulations of India and/or Nepal. 3.0 Previous Transgression

3.1 Bidders to disclose any transgressions with any other company that may impinge on the anticorruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression(s) is/are to be reported by the bidders shall be the last three years to be reckoned from date of bid submission. The transgression(s), for which cognizance was taken before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

3.2 The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

5.0 Sanctions for Violations

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



(i) To immediately disqualify the bidder and call off the pre contract proceedings without assigning any reason or giving any compensation to the Bidder/Contractor. However, the proceedings with the other Bidder(s)/Contractor(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the Employer and the Employer shall not be required to assign any reason thereof.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/Contractor shall be liable to pay compensation for any loss or damage to the Employer resulting from such cancellation/rescission and the Employer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Contractor.

(iv) To encash the Bank guarantee, in order to recover the dues if any by the Employer, along with interest as per the provision of contract.

(v) To debar the Bidder/Contractor from participating in future bidding processes of Employer, as per provisions of "Guidelines on Banning of Business Dealings" (Annex-A), which may be further extended at the discretion of the Employer.

(vi) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.

(vii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Employer with the Bidder/ Contractor, the same shall not be opened/operated.

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

5.2 The Employer will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (viii) of this Pact also on the Commission by the Bidder/Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Contractor), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption in Employer's country.

5.3 The decision of the Employer to the effect that a breach of the provisions of this Pact has been committed by the Bidder/Contractor shall be final and conclusive on the Bidder/Contractor. However, the Bidder/Contractor can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

6.0 Independent External Monitor(s)

6.1 The Employer has appointed Independent External Monitor(s) (hereinafter referred to as Monitors) for this Pact.

6.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.



6.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

6.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement for which a complaint or issue is raised before them including minutes of meetings. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.

6.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform CMD/CEO/MD of Employer and request Employer to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6.6 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Employer including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor(s) with confidentiality.

6.7 The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings as and when required.

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

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

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

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

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

9.0 Other Legal Actions

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

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

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

10.0 Validity

10.1 Integrity Pact, in respect of particular contract shall be operative from the date Integrity Pact is signed by both the parties.

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

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

Employer	Bidder
Name of the Officer: S.K Bhargava	(Authorized Person):
Designation: Chief Engineer(P&C)	Designation:
	
Place: Tumlingtar, Nepal	Place: Tumlingtar, Nepal
Date----------	Date----------
Witness1._____	Witness1._____
(Name and address)	(Name and address)
2._____	2._____
(Name and address)	(Name and address)

Annex-A

Guidelines on Debarment of Business Dealings

1. Introduction:

SJVN (including its subsidiaries, and joint ventures) deal with various bidders, contractors, suppliers, consultants, and service providers, who are expected to adopt ethics of highest standards and a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of SJVN to deal with Agencies who commit deception, fraud or other misconduct in the tendering process. These Guidelines are issued with a view to ensuring transparency, integrity, and fairness in public procurement undertaken by SJVN Limited, its Subsidiaries and Joint ventures. These guidelines are framed in alignment with the 'Guidelines on Debarment of firms from Bidding' issued by the Department of Expenditure, Ministry of Finance, Government of India.

2. Scope:

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

3. Definitions:

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

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

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

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

(i) whether the management is common;

(ii) whether majority interest in the management is held by the partners or directors of the debarred firm;

(iii) whether substantial or majority shares are owned by the debarred firm and, by virtue thereof, it has a controlling voice;

(iv) whether the firm directly or indirectly controls, or is controlled by, or is under common control with another bidder; and

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

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

4. **Authorities and Jurisdiction**

(a) **SJVN-level Debarment**.

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

(b) **Ministry of Power (MoP)-level Debarment.**

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

(c) **Department of Expenditure (DoE)-level Debarment**.

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

5. **Initiation of Debarment proceedings**

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

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

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

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

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

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

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



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

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

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

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

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

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

- One officer from Contracts or Procurement of the concerned Unit or the Corporate Office;
- One officer from Finance (Corporate / Projects) of the concerned Unit or Corporate Finance;
- One officer from Corporate Law / Legal; and
- One officer representing the user or indenting department at the Corporate or Unit level, or the Head of Project / Engineer-in-Charge representing the concerned project site, as the case may be.

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

(b) **Mandate and Process:**

The DRC shall,

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

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

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

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

(c) **Decision:**

The DRC shall function in an advisory capacity.

The final decision shall rest with the Competent Authority, who shall, after due consideration of the DRC's recommendation, issue a speaking order specifying the reason (in brief), scope, jurisdiction, and duration of debarment.

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

8. Period and Effect of Debarment

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

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

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

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

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

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

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

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

9. **Applicability to Allied and Successor Firms**

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

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

10. **Jurisdiction and Recommendation of Debarment**

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

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



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

11. Effect of Debarment by Other Authorities

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

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

12. **Publication of Debarment Orders**

Debarment orders issued by SJVN shall be displayed on SJVN's website and shall be binding upon all subsidiaries and joint ventures of SJVN. For the purpose, the concerned department shall forward the name and details of the Agency(ies) banned to IT&C Division of SJVN's Corporate Office for displaying the same on SJVN website. The details shall also be displayed on the respective subsidiary's website.

Debarment orders of the Ministry of Power shall be displayed on the Ministry's website, and those of the Department of Expenditure shall be displayed on the Central Public Procurement Portal (CPPP) maintained by DoE.

13. Appeal and Review (SJVN Level):

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

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

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

14. **Revocation and Reinstatement:**

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

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



(c) For debarments issued by the Ministry of Power or the Department of Expenditure, revocation or modification prior to expiry shall rest exclusively with the respective issuing authority.

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

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

15. **Record-Keeping and Reporting:**

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

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

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



Form of Declaration of Eligibility Undertaking

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

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

Date……

Place…… ……..

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