

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



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

SAPDC/CE(P&amp;C)/Arun-3HEP/RFP-03/2019-1678

Dated: 08.08.2019

### Request for Proposal (RFP) & Information to Bidders (ITB)

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

1.	<b>Name of Work:</b>	Imparting CTEVT Level-I skill training to candidates under Nepal Employment and Skill Training Plan (NESTP) of Arun-3 HEP at locations/sites within 6 VDCs (Num, Makalu, Pathivara, Pawakhola, Yaphu and Diding) of Sankhuwasabha District., Nepal, as per standard curriculum of CTEVT.
1.1	<b>Tender No.</b>	RFP-03
1.2	<b>Request for Proposal (RFP)</b>	RFP-03
1.3	<b>Period of contract</b>	<b>One (01) Year</b> Initial period of contract is for one year, however, it may vary from 1 to 5 years depending upon performance of the vendor/bidder).
1.4	<b>Estimated Cost</b>	N.A
1.5	<b>Cost of Bidding Document (Non-refundable).</b>	NPRs. 3,000/- in the form of bank draft/Manager's cheque payable at Khandbari, Nepal in favour of SJVN Arun-3 Power Development Company Pvt. Ltd.
1.6	<b>Date and time for availability of Bidding document on</b> <a href="http://sjvn.nic.in">http://sjvn.nic.in</a> & <a href="http://www.sapdc.com.np">www.sapdc.com.np</a>	09.08.2019 to 05.09.2019(13.00 Hrs.)
1.7	<b>Earnest Money Deposit</b>	NPR 1,87,500/- (to be submitted as per clause no. 14 ).
1.9	<b>Last date &amp; time for submission of Bid(s).</b>	05.09.2019 Time: 15:00 Hours.
1.10	<b>Time and Date for opening Technical Bid(s).</b>	06.09.2019 Time: 16:30 Hours.

<b>1.11</b>	<b>Time and Date of opening Financial Bid(s).</b>	To be intimated separately on websites only.
<b>1.12</b>	<b>Bid validity period</b>	The bids shall remain valid for acceptance for a period of 180 days from the date of opening of Techno-Commercial Bids.
<b>1.13</b>	<b>Place of submission/opening bid/Bids</b>	<b>Chief Engineer (P&amp;C), Arun Sadan, SAPDC, Office Complex, Tumlingtar, Distt. Sankhuwasabha, Nepal. Phone: +977-29-575154, E-mail Address: pnc.sapdc@gmail.com</b>
<b>1.14</b>	<b>Authority/Officer inviting Tender</b>	

## 2. Eligibility

### 2.1 Minimum Qualifying Criteria

- a. The institute/agency/firm must possess accreditation from CTEVT in the related field in which skill-training is to be imparted.
  - b. Copy of VAT/PAN and Registration.
  - c. Only Bidder scoring 60% marks or more in the Technical Evaluation criteria laid down at Sr.No.23.4 shall be considered for opening and consideration of their financial bids.
- 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 Joint Venture/ Consortium are not eligible for Bidding.

3. **Period of Contract:** - One (01) Year from the 15<sup>th</sup> day of issuance of Letter of Acceptance by the SAPDC. However, training of a particular trade must be completed as period/duration of program as per CTEVT w.e.f. 15<sup>th</sup> day from date notified by the SAPDC.

The initial period of contract is for one year however, it may vary from 1 to 5 years on same terms & conditions depending upon the performance of the agency.

4. Interested Bidders may download the Tender documents from [www.sjvn.nic.in](http://www.sjvn.nic.in) or [www.sapdc.com.np](http://www.sapdc.com.np) and submit their offer along with the cost of Tender Document as mentioned under para 1.5 herein-above.

### 5. Cost of Bidding

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

### 6. Site Visit

- 6.1 The bidder in his own interest is advised to inspect and examine the Site and its surroundings and satisfy himself before submitting his Bid in respect of the Site conditions. The costs of visiting the Site shall be at the Bidder's own expense.

6.2 The bidder and any of his personnel or agents will be granted permission by the SAPDC to enter upon its premises and lands for the purpose of such inspection but only upon the express condition that the bidder, his personnel or agents shall release and indemnify the SAPDC and its personnel and agents from and against all liability in respect thereof and shall be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expenses however caused, which, but for the exercise of such permission would not have arisen.

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

#### **8.0 Clarification of Bidding Documents**

A prospective bidder requiring any clarification of the bidding documents may notify to the Chief Engineer (P&C), Arun Sadan, SAPDC Office Complex, Tumlingtar, Nepal. +977-29-575154. The Employer will respond only to request for clarification received upto 7 days prior to 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 [www.sjvn.nic.in](http://www.sjvn.nic.in) & [www.sapdc.com.np.in](http://www.sapdc.com.np.in) all the bidders are requested to frequently visit the web sites till the schedule date of submission of bid.

9.3 The addendum thus issued shall be part of the bidding documents and shall only be uploaded on above websites.

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 rates & prices inclusive of Prices should be inclusive of all requirement/all work activities/deliverables as per scope of work for the whole work, VAT and all other taxes & duties etc. "on Firm Price Basis" in the Priced

Schedule/Bill of Quantities of the Bidding documents and shall not be subject to adjustment on any account.

- 11.3 The rates and amounts shall be quoted in decimal in such a manner that no interpolation is possible. The rates and amounts shall be written both in words and figures. In case of ambiguities in between the rate in figures and the rate in words, the rate quoted in words shall prevail and the amount shall be corrected accordingly. The SAPDC reserves the right to adjust arithmetical or other errors in any tender/quotation in the way which it considers suitable. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting. Corrections by applying correcting fluid shall not be permitted.
- 11.4 The bidder may quote for one or more item(s) of Bill of Quantities/Priced Schedule and shall fill in unit rates and prices for Works described in the Bill of Quantities/Priced Schedule as per all requirement/all work activities/deliverables as per scope of work. The bid shall be evaluated on Item rate basis and the award shall be made based on the lowest rate quoted by the Bidder for particular BOQ Item (s). If the rate quoted by the bidder for a particular item(s) is nil i.e zero then it shall be presumed that bidder has not quoted the rate for that particular items.
- 11.5 Only unconditional discount offered by the Bidder on the Performa for Price Bid shall be considered for evaluation.
- 11.6 As regards the Income Tax, Surcharge on income tax, VAT & any other Taxes as applicable in Nepal, SAPDC shall not bear any Tax liability whatsoever. The Bidder shall be liable and responsible for payment of such Taxes if applicable under the provision of law at present or in future in Nepal. SAPDC will deduct TDS (Tax deductions at Source) as applicable. The details/information towards the deductions shall be issued by SAPDC.

#### **12.0 Currencies of Bid and Payment**

The unit rates and prices shall be quoted by the bidder entirely in Nepal Rupees (NPR). Payment to Bidder shall be made as per currency mentioned in BOQ.

#### **13.0 Bid Validity Period**

- 13.1 Bids shall remain valid for acceptance for a period of 180 days (one hundred eighty days) from the date of opening of Techno-Commercial Bids prescribed in Para-21.0 hereof.
- 13.2 The SAPDC may request the bidders to extend the period of validity for a specified additional period. The request and the bidder's response shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be permitted to modify his bid, but will be required to extend the validity of his bid security for the period of the extension and in compliance with Para-14.0 hereof in all respects.

#### **14.0 Bid Security/EMD**

- (i) Earnest Money shall be submitted in the shape of Bank Draft/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 SAPDC) for an amount as mentioned at para 1.7 herein-above. Earnest Money Deposit shall remain valid for 180 days after the date of deadline for submission of Bids as stated in the invitation to bid.

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

- (ii) EMD of the bidder shall be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of validity of the bid.

- (iii) The EMD of the successful bidder shall be return within 30 days after submission of performance security and signing of contract agreement.
- (iv) The Earnest Money of unsuccessful bidders will be returned within 15 days of the award of work to the successful bidder.
- (v) No interest shall be payable by SAPDC on EMD/ contract security.

#### **15.0 Variation in Bidding Conditions**

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

#### **16.0 Signing of bid**

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

#### **17.0 Documents comprising the bid and manner of Submission thereof:**

- 1. The bid shall consist of two parts as under:

##### **Part –I (Envelope-I)**

- i. Comprising Bid Security in the form and amount as per bid conditions (as per Sr. No 14.0)
- ii. Cost of Tender Document (as per Sr. No. 1.5).
- iii. Comprising Techno-commercial bid (excluding price bid). The following documents duly signed shall be submitted in this part of the bid:
  - a) Duly filled in and signed by authorized signatory Tender Form, Form of Declaration, Undertaking regarding Blacklisting.
  - b) Qualification requirements Form - Work experience/ Technical Criteria alongwith all supporting documents.
- iv. Copy of VAT/PAN Number and Registration certificate.
- v. Integrity Pact duly signed by Authorized Signatory as per Annexure-‘C’ alongwith ‘Form of Declaration of Eligibility’.

##### **Part – II (Envelope-II)**

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

- 17.2 The Bidder shall adopt the Item rate method for Price Bid as specified in Bill of Quantities/Priced Schedule and the bid shall be evaluated on item rate basis. If the rate quoted by the bidder for a particular item(s) is nil i.e zero then. it shall be presumed that bidder has not quoted the rate for that particular items.
- 17.3 In the “Techno-Commercial” part of the bid the bidder shall not give any indication about the bid price in any manner whatsoever. Non-compliance of this provision may result in the rejection of bid.
- 17.4 The part II of the bid (i.e. Price bid) shall be strictly in accordance with the forms provided in the Bill of Quantities /Price Schedule.
- 17.5 The bidder shall not take any deviation from the bid conditions.
- 17.6 The bidder shall also fill, sign and stamp each page of the documents forming part of the bid, on the left hand cover (bottom side).

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

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

**On upper left hand corner.**

- i. Bid for (Name of Work)
- ii. Do not open before *{Mention date & time of opening of Bids}*.
- iii. To be opened by tender committee only.

**In the center of the cover.**

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

**On the bottom left hand corner:**

Name and address of the bidder.

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

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

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

**18.0 Dead line for Submission of Bids**

18.1 The bids shall be received by the SAPDC not later than the time & date at the address specified at Para 1.9 and 1.13 here-in above.

18.2 The SAPDC may extend the deadline for submission of bids by issuing an amendment in accordance with Para 9.0 hereof, in which case all rights and obligations of the SAPDC and the bidders previously subject to the original deadline will then be subject to the new deadline.

**19.0 Late/Delayed Bids**

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

**20.0 Modification and Withdrawal of Bids**

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

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

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

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

**21.0 Bid Opening**

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

- 21.2 Then, the Part-I of the bid i.e., the envelope containing bid security & cost of tender document and the document as per 17.1 of ITB shall be opened. The bids whose bid security/ cost of tender document (if downloaded from websites) is either deficient in value and/ or form, will be rejected out rightly & will not be evaluated further.
- 21.3 The “Price Bid” (Part-II of the bid) shall be opened at a subsequent date for which a separate intimation will be sent. It will be discretion of the SAPDC to invite all the bidders to be present at the time of opening of price bids or only those bidders whose bids are ascertained to be techno-commercially responsive. The envelope of modification pursuant to Para-20 hereof, if any, to this part of bid shall be opened first.
- 21.4 Bidder’s authorized representatives may attend the bid opening. The officers of the SAPDC authorized for opening of bids will announce the bidder’s name, written notifications of bid withdrawal if any, the presence or absence of the requisite bid security, the deviations taken by the bidder’s etc., and any such detail as the said officer(s) may consider appropriate. The bidder’s representative(s) shall sign register provided by SAPDC for evidencing their participation in the process of bid opening.

## **22.0 Clarification of Bids**

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

## **23.0 Determination of Responsiveness & Techno-Commercial evaluation**

- 23.1 Prior to the detailed evaluation of bids, the SAPDC will determine whether each bid:
- i) meets the eligibility and qualification requirements set out under Para 2.0 hereof ;
  - ii) has been properly signed by an authorized Signatory holding notarized Power of Attorney in his favour.
  - iii) is accompanied by the required securities, and
  - iv) is substantially responsive to the requirements of the bidding documents.
- 23.2 A substantially responsive bid is one, which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviation or reservation. A material deviation or reservation is one:
- i) which affects in any substantial way the scope, quality, or performance of the Works;
  - ii) which limits in any substantial way, inconsistent with the Bidding documents, the SAPDC rights or the bidder’s obligations under the Contract ; or
  - iii) Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 23.3 If a bid is not substantially responsive, it will be rejected by the SAPDC and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation or by submission of subsequent clarifications.
- 23.4 Criteria for the score secured by the bidder(s) in the techno-commercial evaluation i.e shortlisted for opening and consideration of their financial bids:-
- The details given by the applicants in the 'Technical Bid' documents will be evaluated by scoring method. Maximum technical marks shall be 100.

- The Technical Proposals will, in the first instance, be examined in the SAPDC to ascertain fulfilment of eligibility criteria and submission of required documents in support thereof.

The overall technical scores (TS) for the various criteria for the purpose of this evaluation shall be as follows:

**Technical Criteria:-**

<b>Sl. No.</b>	<b>Criterion</b>	<b>Maximum Marks</b>	<b>Supporting Documents</b>
1	No. of participants imparted training in the last six years in related quoted trade(s). >150 trainees= 100%, 100<Trainees< 150 = 80% 50< Trainees<100 = 60% 20< Trainees<50= 40% Less than 20 trainees= 20%	25	<b>Certificate from CTEVT/Client (alongwith LOA/agreement)</b>
2	No. of trades/specializations available in house for training- More than 10= 100% From 8 to 10 = 80% From 6 to 7= 60% From 3 to 5 = 40% Less than 3= 10%	25	<b>Certificate from CTEVT</b>
3	Professional staff-		
	a. No. of trainers having minimum experience of 6 years <ul style="list-style-type: none"> <li>• More than 20= 100%</li> <li>• Between 15 and 20=75%</li> <li>• Less than 15= 25%</li> </ul>	10	<b>CVs of trainers on their pay roll alongwith PF statement.</b>
	b. Percentage of full time and part time trainers <ul style="list-style-type: none"> <li>• 100 percent of trainers full time=100%</li> <li>• 80% full time and 20% part-time= 80%</li> <li>• 60% full time and 40% part-time= 60%</li> <li>• 50% full time and 50% part-time= 50%</li> <li>• 40% full time and 60% part-time=40%</li> <li>• Less than 40% full time= 20%</li> </ul>	10	<b>List of trainers, CVs of trainers on their pay roll alongwith PF statement.</b>
	c. No. of qualified Managers/coordinators/monitoring experts having Bachelor level or higher qualification with at least 6 years of post-qualification experience <ul style="list-style-type: none"> <li>• More than 6= 100%</li> </ul>	5	<b>CVs of experts with copy of academic qualification.</b>



	<ul style="list-style-type: none"> <li>• From 4 to 6 = 75%</li> <li>• From 2 to 3 = 50%</li> <li>• &lt;2= 25%</li> </ul>		
4	No. of trainees from the institute who have passed NSTB level 1 in the last six years-overall <ul style="list-style-type: none"> <li>• &gt;85% of the trainees= 100%</li> <li>• 60% &lt; trainees &lt; 85% = 75%</li> <li>• 45% &lt; trainees &lt; 60% = 50%</li> </ul>	25	<b>Certificate from CTEVT</b>
Total		100	

Bidder scoring 60% or above in the Technical Evaluation criteria specified as above shall only be eligible for opening of price bids.

**Institute's facilities may be physically verified any point of time i.e. during evaluation or post award. Discrepancy, if any found in the documents submitted from physical verification, bid proposal shall be rejected/award shall be cancelled and EMD/performance security shall be forfeited. Other action as deemed fit may also be taken against the agency.**

#### **24.0 Commercial evaluation**

24.1 Bids determined to be substantially responsive will be checked by the SAPDC for any arithmetic errors. Errors will be corrected by the SAPDC as follows:

- i) where there is a discrepancy between unit rate in figures and in words, the unit rate in words will govern; and
- ii) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted in words will govern.
- iii) In case error due to wrong extension of quantities, the quantities as specified in the Bid documents will be considered and multiplied by the unit rates quoted in words to obtain the amount.

24.2 The amount stated in the Bid will be adjusted by the SAPDC in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, his bid will be rejected and the bid security shall be forfeited.

#### **24.3 Evaluation and Comparison of Bids**

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

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

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

## **25.0 Award Criteria**

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

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

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

## **27.0 Notification of Award**

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

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

## **28.0 Signing of Agreement**

28.1 Within thirty (30) days from issuance of Letter of Acceptance, on a date and time mutually agreed upon, the successful bidder or his authorized representative shall attend the Office of Chief Engineer (P&C), Arun Sadan, SAPDC Office Complex, Tumlingtar, Nepal for signing of the Agreement.

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

## **29.0 Performance Security**

a) Contractor shall furnish a "Contract Performance Guarantee" in favour of **SJVN Arun-3 Power Development Company**, towards contract performance security within 30 days from the issue of letter of award in one of the form as detailed below:-

- i) Bank Draft/Manager Cheque/FDR(duly pledged in favour of SAPDC)
- ii) An irrevocable valid and fully enforceable Bank Guarantee from a Commercial (Class A) bank of Nepal in favour of SJVN Arun-3 Power Development Company acceptable to SAPDC.

b) The guarantee amount shall be equal to 5% of the Contract Price for the faithful performance of the contract in accordance with the terms and conditions specified in the contract. The guarantee shall be valid till 45 days beyond contract Period. The above contract performance guarantee shall be liable for forfeiture in case of failure of the bidder to fulfill its contractual obligations under the contract.

c) The performance guarantee will be returned to the contractor within 30 days after completion of contract period without any interest and "Satisfactory Performance Certificate" issued by OIC (Officer –in- Charge).

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

Name	Designation	Contact No's.	Address
Er. Vivek Sharma	CE(P&C)	+977-29-575154, 9852058517	Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal.

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

The Integrity Pact, signed by the prospective Bidders and the Employer, shall commit the persons/officials of both the parties, not to exercise any corrupt/fraudulent/collusive/coercive practices in the Tendering process and also during implementation of the Contract. Bidders signing Integrity Pact shall not approach the Courts while representing the matters to IEMs (which have been appointed by CVC) and will await their decision in the matter.

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

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

1. Ms. Asha Swarup
2. Sh. Jai Pal Singh

The address for correspondence with IEMs is as under:

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

The Integrity Pact duly signed on behalf of the Employer has been uploaded under **Annexure-C** on <http://sjvn.nic.in/tender.htm> & <http://www.sapdc.com.np/pages/tender>. The Integrity Pact shall be downloaded, printed & signed by the bidder and the hard copy shall be submitted in Part-I (Envelope-I) of NIQ.

## **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 *“Imparting CTEVT Level-I skill training to candidates under Nepal Employment and Skill Training Plan (NESTP) of Arun-3 HEP at locations/sites within 6 VDCs (Num, Makalu, Pathivara, Pawakhola, Yaphu and Diding) of Sankhuwasabha District., Nepal, as per standard curriculum of CTEVT”* :-

- i. Request for Proposal (RFP) & Information to Bidders (ITB)
- ii. Forms (Tender form, Form of declaration, Undertaking Regarding Blacklisting, Qualification Information, Integrity Pact)
- iii. General Conditions of Contract (GCC)
- iv. Detailed Scope of work
- iv. Special Conditions of Contract (SCC)
- v. Bill of Quantities (BOQ)
- vi. Deleted without change in Sr. No.

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 with the specifications and other details given herein and at the rates contained in BOQ and within the period(s) of completion and subject to such terms and conditions as stipulated in the enclosed Bidding Documents.

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

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

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

We certify that the Tender submitted by us is strictly in accordance with the terms, conditions, specifications 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 & Address** \_\_\_\_\_

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

**Contact No. /Email ID**

**Witness:**

Signature\_\_\_\_\_

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

Designation\_\_\_\_\_

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

**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, specifications, the local and site conditions etc. pertaining to the Work for *“Imparting CTEVT Level-I skill training to candidates under Nepal Employment and Skill Training Plan (NESTP) of Arun-3 HEP at locations/sites within 6 VDCs (Num, Makalu, Pathivara, Pawakhola, Yaphu and Diding) of Sankhuwasabha District., Nepal, as per standard curriculum of CTEVT”* and having undertaken to execute the said works,

DO HEREBY DECLARE THAT:

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

Date:

**For and on behalf of the bidder**

.....  
.....

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

## UNDERTAKING REGARDING BLACKLISTING

To: [Name and address of Employer]

Dear Sir,

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

We remain,

Yours sincerely,

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

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

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

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

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



### Qualification Information

Sl. No.	Criterion	Maximum Marks	Supporting Documents	Documents furnished by Bidder & page No of Bid
1	<p>No. of participants imparted training in the last six years in related quoted trade(s).</p> <p>&gt;150 trainees= 100%,            100&lt;Trainees&lt; 150 = 80%            50&lt; Trainees&lt;100 = 60%            20&lt; Trainees&lt;50= 40%            Less than 20 trainees= 20%</p>	25	<b>Certificate from CTEVT/Client (alongwith LOA/agreement)</b>	
2	<p>No. of trades/specializations available in house for training-</p> <p>More than 10= 100%            From 8 to 10 = 80%            From 6 to 7= 60%            From 3 to 5 = 40%            Less than 3= 10%</p>	25	<b>Certificate from CTEVT</b>	
3	Professional staff-			
	<p>d. No. of trainers having minimum experience of 6 years</p> <ul style="list-style-type: none"> <li>• More than 20= 100%</li> <li>• Between 15 and 20=75%</li> <li>• Less than 15= 25%</li> </ul>	10	<b>CVs of trainers on their pay roll alongwith PF statement.</b>	
	<p>e. Percentage of full time and part time trainers</p> <ul style="list-style-type: none"> <li>• 100 percent of trainers full time=100%</li> <li>• 80% full time and 20% part-time= 80%</li> <li>• 60% full time and 40% part-time= 60%</li> <li>• 50% full time and 50% part-time= 50%</li> <li>• 40% full time and 60% part-time=40%</li> <li>• Less than 40% full time= 20%</li> </ul>	10	<b>List of trainers, CVs of trainers on their pay roll alongwith PF statement.</b>	
	<p>f. No. of qualified Managers/coordinators/monitoring experts having Bachelor level or higher qualification with at least 6 years of post-qualification experience</p> <ul style="list-style-type: none"> <li>• More than 6= 100%</li> <li>• From 4 to 6 = 75%</li> </ul>	5	<b>CVs of experts with copy of academic qualification.</b>	

	<ul style="list-style-type: none"> <li>• From 2 to 3 = 50%</li> <li>• &lt;2= 25%</li> </ul>			
4	No. of trainees from the institute who have passed NSTB level 1 in the last six years-overall <ul style="list-style-type: none"> <li>• &gt;85% of the trainees= 100%</li> <li>• 60%&lt; trainees&lt;85%= 75%</li> <li>• 45%&lt; trainees&lt; 60%= 50%</li> </ul>	25	<b>Certificate from CTEVT</b>	
Total		100		

**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.*

# **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/Agency:** 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.
- (v) **Construction Drawing:** Deleted.
- (vi) **Day:** means a calendar day beginning and ending at midnight.
- (vii) **Drawing:** Deleted.
- (viii) **Officer-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.
- (ix) **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.
- (x) **Specifications:** means the Technical specification of the Works included in the Contract and any modification thereof or addition thereto or submitted by the Contractor/Agency and approved by the Engineer.
- (xi) **Tender Drawings:** Deleted.

## **2. Determination of Contract:**

The conditions of contract shall be read in conjunction with general conditions of the contract, scope of work and other documents forming part of this contract whenever the context so requires.

Notwithstanding the subdivision of document into these separate section and column, every part of each shall be read with and into the contract so far as it may be practicable to do so.

Wherever it is stated anywhere in this tender document that such and such supply is to be effected or such and such work is to be carried out, it shall be understood that the same shall be effected/ carried out by the contractor/Agency at his own cost, unless a

different intention is specially and expressly / and expressly herein or otherwise override explicit from the context.

The material and workmanship shall confirm to job specifications contained herein and Nepal standards.

The items given under (BOQ) shall be read in conjunction with material and job specifications & all sections of the bidding document and in case of any irreconcilable conflict between them, the provision in the item under "BOQ" will override the corresponding provision only if the material and job specifications; which can not be reconciled. In such cases, the decision of OIC shall be final and binding on the contractor/Agency.

In case of contradiction, the following shall prevail in order of precedence.

- a) Letter of award;
- b) Special conditions of the contract (SCC);
- b) Schedule of Rates;
- c) RFP;
- d) General conditions of contract;
- e) Information to bidder;
- f) Any other document.

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

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

### **4.0 Suspension of work**

The SAPDC reserves the right to suspend and reinstate execution of the whole or any part of the works without invalidating the provisions of the contract. Orders for suspension or reinstatement of the works will be issued by SAPDC to the contractor in writing. The time for completion of the works will be extended for a period

equal to the duration of the suspension. SAPDC shall not be responsible for any liabilities, if suspension or delay is due to some fault on the part of the contractor.

**5.0 Deployment of labour:- Deleted without change in Sr. No.**

**6.0 Insurance:- Deleted without change in Sr. No.**

**7.0 Payment**

- i. Deleted without change in Sr. No.
- ii. Deleted without change in Sr. No.
- iii. Deleted without change in Sr. No.
- 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 OIC.

**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 OIC, whose decision shall be final and binding. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party alleging that it has been rendered unable as aforesaid, thereby shall notify within 10 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.

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

**10.0 Deviations:- Deleted without change in Sr. No.**

**11 Foreclosure of Contract in Full or in Part Due to Abandonment or Reduction in Scope of Work**

- 11.1** If at any time after acceptance of the tender the Employer decides to abandon or reduce the scope of the Works for reason whatsoever and hence does not require the whole or any part of the Works to be carried out, the OIC shall give notice in writing to that effect to the Contractor/Agency, 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 OIC 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 T&P from Site to Contractor's permanent stores or to his other works whichever is less. If T&P 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 OIC, 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. **Compensation for Delay**

12.1 If the Contractor fails to complete the Work as per the completion period or any extended period as may be allowed, he shall without prejudice to any other right or remedy of the Employer on account of such default, pay as an ascertained/agreed compensation (Liquidated Damages) not by way of penalty an amount as stipulated in the SCC.

12.2 The amount of compensation may be adjusted/withheld/ deducted or set-off against any sum due or payable to the Contractor under this or any other contract with the Employer. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works or from any other obligations and liabilities under the Contract.

## 13 **Defects Liability Period : Deleted**

### 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.
- 15. Confidentiality-:** The ownership including intellectual property rights over all work/products/deliverables and other intermediate documents and completion reports provided by the TSP in terms of the RFP and under contract between parties shall vest with SAPDC absolutely. It must be ensured that all the content, coursework and reports related to the training along with all deliverables thereof are meant for the exclusive usage of the trainees and SAPDC as applicable and strict confidentiality must be maintained in the exchange of such material between the TSP and the SAPDC. Any unauthorized usage of the training contents, coursework or reports to any third party outside SAPDC shall render the TSP liable for suitable legal action and may lead to cancellation of the contract altogether.
- 16. Sub-Contract -:** Firm/Agency shall not sub-contract/assign transfer, entirely or in part, the obligation derived here from in favour of any third party whatsoever.

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

- 1 The contractor shall make his own arrangement for electricity & water supply, required for the execution of work, at his own cost.
- 2 No material and T&P will be issued by SAPDC.
- 3 **Clause 12 of GCC:-** In case of any delay in start/finishing of training program LD shall be imposed @ 0.1 % Contract Price (amount mentioned in Letter of Acceptance) per day shall be levied subject to maximum of 5% of the Contract Price. In case of failure to start the training programme after exhaust of 5% penalty amount SAPDC reserves the right to cancel the training program without prior notice to the agency.
- 4 Training Service Providers (TSPs) should strictly follow the standards of CTEVT for trainings so that the required training materials, tools and equipment as prescribed by CTEVT must be arranged by them.
- 5 Training room for a minimum number of 30 persons with minimum training materials (items such as whiteboards, markers, multimedia, electricity, chair, table, chart papers, etc) for theoretical classes.
- 6 Printed training curriculum for each participant.
- 7 Real objects/tools should be provided to all participants as per the skills.
- 8 Assignment sheets to all participants as per the skills
- 9 Venue for practice of particular training having required materials as standard prescribed by CTEVT.
- 10 Practical method should be used for delivery of training as well as theoretical methods.
- 11 Training content should be developed in accordance with curriculum prescribed by CTEVT.
- 12 Training equipment should be managed and maintained for ensuring adequacy and effectiveness of training.
- 13 Medium of instruction for the training program shall be primarily Nepali and local language with English as a secondary medium of instruction. Both languages may be used considering the level of education, interest, understanding and requirement of training participants.
- 14 TSPs need to develop training evaluation criteria for pre and post training knowledge of a particular training as well as feedback from participants must be collected from each participant to improve the content and method of training.
- 15 SAPDC at its discretion, may undertake inspection/evaluation of the impact/progress of the training. Agency shall give complete cooperation to SAPDC/impact assessment agency in this regard.
- 16 The agency will maintain complete database along with photographs of the participants and submit the same after completion of the program. Further, after 02 months of the completion of all programs consolidated feedback, employability, income etc. of the candidates along with CD's of the program will be submitted by the agency.
- 17 Agency shall indemnify and hold harmless SAPDC from any loss suffered by SAPDC on account of breach of its understanding by the agency or any claim/action initiated by third party including candidates sponsored by SAPDC.
- 18 SAPDC will have discretion to conduct equal or less number of training programs awarded to the agency without giving prior notice to the agency.



19 **Clause 7 of GCC, Payment:-** Add following as clause No. 7.0 v. of GCC

Payment schedule will be as follows:-

<b>Sl. No.</b>	<b>Milestone</b>	<b>Percentage of payment on completion of the milestone</b>
1	Completion of training of batch in each quarter	80% of the awarded amount for training the respective batch in that quarter.
2	Completion of NSTB skill test for appearing candidates trained in that quarter.	20% of the awarded amount of training the respective batch in that quarter.

### Scope of Work

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

- A. (a) Imparting CTEVT Level-I skill training to 175 number trainees in first year (725 candidates in a total span of 5 years), under Nepal Employment and Skill Training Plan (NESTP) of Arun-3 HPP, in separate batches quarter-wise as recommended/nominated by SAPDC, in adherence of and as per curriculum and guidelines prescribed by CTEVT in the following trades:-

S. No	Name of Training	Unit	Qty 175 number trainees in first year (725 candidates in a total span of 5 years)	Duration of Training/ session
1	Off-seasonal vegetable farming.	No	1	As per guidelines of CTEVT Level-I skill training
2	Poultry Farming	No	2	
3	Tailoring	No	9	
4	Masonry	No	7	
5	Building Electrician	No	12	
6	Carpenter	No	5	
7	Cooking (Indian)	No	4	
8	Light Vehicle Driving	No	63	
9	Gabion weaving	No	1	
10	Bee-keeping	No	1	
11	Sweets and Snacks preparation	No	1	
12	Mobile repair	No	2	
13	Heavy equipment repairs	No	13	
14	Motorcycle repair	No	6	
15	Plumbing	No	1	
16	Electric motor rewinding	No	1	
17	Welding	No	1	
18	Beauty parlour.	No	14	
19	Security Guard	No	14	
20	Basic Computer curriculum (Minimum 220 hours)	No	21	

(b) **Nature of the Work:-** Design of the training program, development of the content of the training program, coordination with various entities and conducting/imparting skill training sessions as per CTEVT curriculum to eligible candidates from project affected areas of Arun-3 HPP.

Post training the agency/firm has to prepare and submit a detailed report of the training imparted/conducted along with analysis to the Officer-in-Charge.

### **C. Content Development and Training Design**

- Formulate the training strategy.
- Design and develop the content of training as per CTEVT guidelines in English/Nepali as per requirements.
- Prepare the training materials/equipments/ handouts/assignments/performance aid for the participants as per to each trade's needs/requirements and provide the same to the participants.
- Multimedia training material to enable effective delivery of training.
- Pre and post training evaluations. To develop pre and post training evaluation instruments in consultation with SAPDC. Prepare reports and bring out analysis on the basis of such reports and implement and incorporate suitable augmentations in the training content, design and delivery.
- Any other related activity.

### **D. Over all Programme Management**

- This includes aligning stakeholders, maintaining coordination with participants/candidates who have been nominated in batches from SAPDC, scheduling the training delivery in quarterly batches, necessary follow-ups to ensure timely presence in the training and effective completion of the same, devise motivational tools to encourage the involvement and attendance of a minimum of 90% in training and all kinds of combination with participants and other relevant stakeholders.
- Depute full time coordinators (preferably one or more) for monitoring and coordination of the training. They shall act as nodal contact points for communication with SAPDC.

### **E. Conducting Training Program**

- Conduct the training program including the participants' logistics. All logistics related arrangements (whiteboard, markers, multimedia arrangements, electricity, chairs, tables, chart papers, etc. for theoretical classroom trainings) coordination with various other organizations, training materials/kits (such as presentation printouts, note pads, pens), printed training curriculum to each participant, real objects/tools, assignment sheets, venue arrangements as per CTEVT norms and related liaison would be the sole responsibility and lookout of the institute/agency.
- It shall be the sole responsibility of the agency to provide to the participants and bear any and all costs related to purchase of stationery/handouts/certificates/banners/materials/ tools to be used for practice of coursework/equipment/hall rent/refreshments (i.e. lunch, tea and snacks (twice daily) to be served during the training and its related coursework/communication equipment and expenses/electricity expenses, etc.
- The language of the training should be primarily in Nepali or may be in English as per requirements.
- Trainings may be conducted at respective locations/sites (i.e. within 6 erstwhile VDCs of Sankhuwasabha district - Num, Makalu, Pathivara, Pawakhola, Yaphu and Diding) of nominated trainees or as per suitability/availability of the course and other economical aspects. Prospective bidding agencies may opt to visit the project

affected areas from where the trainees are likely to be nominated to have a fair idea of the site locations and their convenience/means to provide trainings in these areas and are advised to probe such implications well in advance and to their full satisfaction.

- Provide photographs and video of the training session.
- The agency must strictly follow the standard curriculum of CTEVT Level-I skill training and all associated extant guidelines and norms and in doing so must maintain a proportion of theoretical and practical sessions in organizing the said trainings as per extant of CTEVT guidelines. Theoretical sessions need to include more discussions, question-answer, visualization, group discussions, etc. Similarly practical sessions must include demonstration of specific work, practice of trainers and more self-practice by participants.
- Training service providers/agencies shall develop the training evaluation criteria in consultation with SAPDC.

#### **F. Post Training responsibilities**

- After the training , it shall be the mandatory responsibility of the TSP to ensure that each trainee fill up the Skill test Form as prescribed by National Skill Testing Board (NSTB) based on which the NSTB shall take the practical test of the trainee's occupational skills and hand over certificates in this regard to successful candidates. All necessary fees (i.e. test fees) and costs in this regard along with coordination, monitoring, record maintenance, liaison and correspondence with necessary authorities shall be the sole responsibility of the TSP. However, the travel costs, boarding lodging and food related expenses of the candidates appearing for the test shall the responsibility of the candidates/trainees and the TSP need not bear them in any way whatsoever.
- The venue for the NSTB skill test shall be in adherence of extant CTEVT guidelines/norms and shall be decided in consultation with SAPDC or its directions as the case may be. Necessary arrangements in this regard shall be the sole responsibility of the TSP.
- Prior to the testing date, the TSP shall inform SAPDC about the date and location of the test so that the SAPDC or its authorized representatives can plan their monitoring visit and act as an observer for such tests.
- TSP may guide trainees post their training for job placement and employment after successful completion of training as a onetime effort. They shall also facilitate trainees to have access to credit, rent/buy necessary tools and other facilities to go into self-employment if needed.

#### **G. DELIVERABLES:-**

- Pre- Training Report
- Training Implementation Strategy
- Course content, materials, equipment, handouts, multimedia enabled learning content, PPTs
- Training Evaluation and Trainee Feedback Questionnaire
- Feedback Summary Analysis
- Post-Training report
- Training Evaluation Checklist
- quarterly and Yearly Training Summary
- NSTB Skill Testing support
- Post- Training Support Plan

#### **H. RESPONSIBILITIES OF SAPDC:-**

- To provide necessary mandate and the intended pool of trainees.

- To connect the selected Training Service Provider/Organisation with required stakeholders.
- To conduct review meeting, to monitor the overall progress of the training on a periodic basis.
- To provide necessary approvals on various deliverables and components to be performed by the TSP as part of scope of work.
- To get the reports as prescribed and other information as desired by SAPDC.
- To release payment against the invoices raised by the selected TSP as per the agreed framework and upon satisfactory delivery of services in the opinion of SAPDC.

**I. RESPONSIBILITIES OF TSP:-**

In addition to Deliverables mentioned in Clause-G, following are the broad responsibilities of the TSP:-

- To depute coordinator(s) for the training.
- To design the course content in accordance with extant CTEVT guidelines.
- Overall effective training design and implementation
- Prepare where needed and also provide training kit, necessary tools, equipment, handouts, stationery, pens, notepads and other materials as per relevant trades to all participants
- Overall effective management of the training'
- Imparting training as per scope and CTEVT guidelines
- Arrangement and serving of refreshments- i.e. lunch and tea and snacks (twice daily) for the trainees.
- Submission of reports to SAPDC
- Arrangement of venue and ensuring its quality wherever necessary in terms of neatness and hygiene. It shall also be the responsibility of the TSP to ensure that the toilets to be used during the training by the participants are maintained in a clean and hygienic condition.
- Get the Skill test conducted at the location agreed by SAPDC as prescribed by National Skill Testing Board (NSTB)

**J. BATCH SIZE:-** The batch size shall be as per CTEVT guidelines and further as nominated by SAPDC.

**K.** The agency should impart training to the participants from 10 AM to 5 PM on all working days (Excluding Sunday and Gazetted holidays).

**L.** Local conveyance to the training destination will be borne by the participants.

**M.** Total nos. of training in different grades to be imparted in five years is as tabulated below:-

<b>S. No.</b>	<b>Trades interested in PAF members</b>	<b>Number of PAF trainees</b>	<b>Number of non-PAF trainees</b>
1.	Off-season Farming	2	3
2.	Poultry Farming	2	3
3.	Tailoring	13	22
4.	Mason	5	9
5.	Building Electrician	32	54
6.	Basic Computer	37	63
7.	Carpentry	21	36
8.	Indian Cooking	11	19
9.	Light Vehicle Driving	47	80
10.	Gabion weaving	2	3

11.	Bee Keeping	1	2
12.	Sweet and Snacks	2	3
13.	Mobile Repair	2	3
14.	Heavy Equipment	9	15
15.	Motor Cycle repair	2	3
16.	Plumbing	8	14
17.	Security Guard	2	3
18.	Electric Motor Rewinding	1	2
19.	Welder	4	7
20.	Beauty Parlour	8	14
	Absentee	58	98
	<b>Total</b>	<b>269</b>	<b>456</b>
	<b>Grand Total</b>	<b>725</b>	

**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 " Imparting CTEVT Level-I skill training to candidates under Nepal Employment and Skill Training Plan (NESTP) of Arun-3 HEP at locations/sites within 6 VDCs (Num, Makalu, Pathivara, Pawakhola, Yaphu and Diding) of Sankhuwasabha District., Nepal, as per standard curriculum of CTEVT." Or WHEREAS \_\_\_\_\_ (Name of Bidder) \_\_\_\_\_ and \_\_\_\_\_ (hereinafter called "the Bidder") have submitted a joint bid and style of \_\_\_\_\_ their Bid dated \_\_\_\_\_ for " Imparting CTEVT Level-I skill training to candidates under Nepal Employment and Skill Training Plan (NESTP) of Arun-3 HEP at locations/sites within 6 VDCs (Num, Makalu, Pathivara, Pawakhola, Yaphu and Diding) of Sankhuwasabha District., Nepal, as per standard curriculum of CTEVT." \_\_\_\_\_ (hereinafter called "the bid").

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

1. If after Bid opening the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid or
2. If the Bidder having been notified of the acceptance of his Bid by the SJVN Arun-3 Power Development Company Private Limited, during the period of bid validity.
  - a. fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - b. fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders, or
  - c. does not accept the correction of the Bid Price pursuant to Clause-24.0 of NIT & ITB.
  - d. adopts corrupt or fraudulent practices

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

This Guarantee will remain in force up to and including the date 180 days after the deadline for submission of Bids as stated in the invitation to bid or as it may be extended by the SJVN Arun-3 Power Development Company Private Limited notice of which extensions(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE \_\_\_\_\_

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

WITNESS \_\_\_\_\_

SEAL \_\_\_\_\_

(Signature, name and address)

## FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT

Date:

To,

Name & Address of the Employer

We have been informed that .....(the "company"), having its registered office at ..... has entered into a Agreement on .....20.... with you for the work of " Imparting CTEVT Level-I skill training to candidates under Nepal Employment and Skill Training Plan (NESTP) of Arun-3 HEP at locations/sites within 6 VDCs (Num, Makalu, Pathivara, Pawakhola, Yaphu and Diding) of Sankhuwasabha District., Nepal, as per standard curriculum of CTEVT."

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

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

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

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

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

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

Notwithstanding anything contained hereinabove:

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



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

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

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

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

Name: .....

Designation:.....

Seal of the Bank:.....

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

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

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

Name:.....

Designation:.....

Seal of the Bank:.....

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

**PROFORMA FOR AGREEMENT**

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

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

NOW THIS AGREEMENT WITNESSETH as follow:

1. In this Agreement, words and expression shall assume the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. In consideration of the payments to be made by the SJVN Arun-3 Power Development Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the SAPDC to execute and complete the Work 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. This Contract 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. Request for Proposal & 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.*

<b>Price Schedule/Bill of Quantities (BOQ)</b>						
<b>Name of Work:</b> Imparting CTEVT Level-I skill training to candidates under Nepal Employment and Skill Training Plan (NESTP) of Arun-3 HEP at locations/sites within 6 VDCs (Num, Makalu, Pathivara, Pawakhola, Yaphu and Diding) of Sankhuwasabha District, Nepal, as per standard curriculum of CTEVT.						
Sr. No.	Description of item	Unit	Qty	Rate (NPR) Per Trainee (Inclusive of all taxes and duties including VAT & all other charges as per scope of work)		Amount (NPR)
				In figures	In words	In figures
1	Off-seasonal vegetable farming.	No	1			
2	Poultry Farming	No	2			
3	Tailoring	No	9			
4	Masonry	No	7			
5	Building Electrician	No	12			
6	Carpenter	No	5			
7	Cooking (Indian)	No	4			
8	Light Vehicle Driving	No	63			
9	Gabion weaving	No	1			
10	Bee-keeping	No	1			
11	Sweets and Snacks preparation	No	1			
12	Mobile repair	No	2			

13	Heavy equipment repairs	No	13			
14	Motorcycle repair	No	6			
15	Plumbing	No	1			
16	Electric motor rewinding	No	1			
17	Welding	No	1			
18	Beauty parlour.	No	14			
19	Security Guard	No	14			
20	Basic Computer curriculum (Minimum 220 hours)	No	21			
<b>Total (NPR) inclusive of all taxes and duties including VAT</b>						
<b>Discount if any in percentage (%)</b>						

Note: -

1. Bidders shall quote their rates inclusive of all charges for activities/deliverables as in detailed in Scope of Work & including VAT.
2. Bidder can quote for any one or more than one training(s) trade(s) to be imparted.
3. Most of the trainings are to be conducted at Project site/Sankhuwasabha District depending upon the requirement of the training program i.e. machinery/number of participants. The final decision will vest with SAPDC.

**Date:-**

**Place: -**

**Bidders Name and Signature along with seal**

**TENDER DRAWINGS**  
**Deleted**

"Annexure - E"

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

## INTEGRITY PACT

### Between

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

### And

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

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

WHEREAS the Employer proposes to procure under laid down organizational procedures,  
contract for "Imparting C.T.E.V.T. Level-I Skill training to candidates...  
Under Nepal Employment and Skill Training Plan (NESTP)...  
of Arun-3 HRP at location/site within G.V.D.Cs (Nurni...  
Makalu, Pathivara, Pa. uakhola, Yaphu and Doling)...  
of Sankhuwasabha District, Nepal, as per standard Curriculum  
of C.T.E.V.T...." and the Bidder/Contractor is willing to offer against  
RFP No. SAPDC/CEEP&C/Arun-3 HRP/RFP-03/2019-1678 dated 08.08.2019

NOW, THEREFORE,

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

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

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

## **1.0 Commitments of the Employer**

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

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

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

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





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

- 3.3 The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign principals or associates.
- 3.4 The Bidder(s)/Contractor(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract
- 3.5 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.6 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.7 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8 The Bidder/Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in electronic data carrier. The Bidder/Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.10 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the Employer, or alternatively, if any relative of an officer of the Employer has financial interest/stake in the Bidder(s)/Contractor(s) firm (excluding Public Ltd. Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender.  
  
The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act, 2013 (India).
- 3.12 The Bidder(s)/Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Employer.
- 3.13. The Bidder/supplier shall follow all rules and regulations of India and/or Nepal.



#### **4.0 Previous Transgression**

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

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

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

#### **6.0 Sanctions for Violations**

- 6.1 Any breach of the aforesaid provisions by the Bidder/Contractor or any one employed by it or acting on its behalf shall entitle the Employer to take action as per the procedure mentioned in the “**Guidelines on Banning of Business Dealings**” attached as **Annex-A** and initiate all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder/Contractor. However, the proceedings with the other Bidder(s)/Contractor(s) would continue.
  - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the Employer and the Employer shall not be required to assign any reason thereof.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/Contractor shall be liable to pay compensation for any loss or damage to the Employer resulting from such cancellation/rescission and the Employer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Contractor.
  - (iv) To encash the Bank guarantee, in order to recover the dues if any by the Employer, along with interest as per the provision of contract.
  - (v) To debar the Bidder/Contractor from participating in future bidding processes of Employer, as per provisions of “Guidelines on Banning of Business Dealings” (**Annex-A**), which may be further extended at the discretion of the Employer.
  - (vi) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.



- (vii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Employer with the Bidder/ Contractor, the same shall not be opened/operated.
- (viii) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Employer will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (viii) of this Pact also on the Commission by the Bidder/Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Contractor), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption in Employer's country.

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

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

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

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

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

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.

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

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



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

7.8 The Monitor will submit a written report to the CMD/CEO/MD of Employer within 10 days from the date of reference or intimation to him by the Employer/Bidder and should the occasion arise, submit proposals for correcting problematic situations.

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

### **8.0 Facilitation of Investigation**

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

### **9.0 Law and Place of Jurisdiction**

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

### **10.0 Other Legal Actions**

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

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

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


### **11.0 Validity**

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

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



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

Employer 


Name of the Officer: **Vivek Sharma**

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

Place-----

Date-----

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

(Name and address) 

2. ANUPAM SHARMA

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

Bidder

(Authorised Person)

(Name of the Person)

Designation

Place-----

Date-----

Witness1. \_\_\_\_\_

(Name and address)

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

(Name and address)

## GUIDELINES ON BANNING OF BUSINESS DEALINGS

### 1.0 Introduction

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

### 2.0 Scope

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

### 3.0 Definitions

In these Guidelines, unless the context otherwise requires:

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



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

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

#### **4.0 Initiation of Banning / Suspension**

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

#### **5.0 Suspension of Business Dealings.**

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



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

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

## **7.0 Banning of Business Dealings**

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

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

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





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

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

#### **9.0 Show-cause Notice**

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

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

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

- a) For exonerating the Agency if the charges are not established;
- b) For removing the Agency from the list of approved Suppliers / Contactors, etc.
- c) For banning the business dealing with the Agency.

9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned.

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

10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing etc. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

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

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



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**FORM OF DECLARATION OF ELIGIBILITY**

**UNDERTAKING**

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

**(Seal & signature of the Contractor)**