



Ref. No.: SAPDC/P&C/PPR-109/2020-596

Dated: 24.07.2020

**NOTICE INVITING QUOTATIONS (NIQ)**

Sealed quotations are herewith invited by SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC/Employer) through Open Tender on item rate basis from the eligible Bidders/Contractors of Nepal for the work “**Supply, Installation and commissioning of water filtration plant at Arun Sadan, SAPDC, Arun-3 HEP, Tumlingtar, Distt. Sankhuwasabha, Nepal. (PPR-109)**” as per the details provided here-in-below:-

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

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

**1. Minimum Qualifying Requirements:-**

- The bidder/supplier should have successfully supplied and commissioned one water filtration plant of minimum capacity 250 litres/hour during last seven years (the end date of completion of work should fall within the preceding 7 years) ending last day of month previous to the one in which bids are invited as Contractor/ sub-contractor. In support of above experience condition, the bidder/supplier shall submit copies of award letter/contract agreement along with successful completion certificate from the agency/firm for which work was executed. The bid shall be treated as non-responsive in case bidder fails to provide supporting document in respect of experience as detailed above.
- The technical specification of the offered models shall be equivalent or more than the specifications mentioned under Technical Specifications/BOQ.

**2. Submission of Bid:**

The bidder must submit the bid in the following two separate sealed envelopes clearly indicating the contents therein duly super scribed as under and these two envelopes should be enclosed in a single sealed envelope/cover super scribed as “**Supply, Installation and commissioning of water filtration plant at Arun Sadan, SAPDC, Arun-3 HEP, Tumlingtar, Distt. Sankhuwasabha, Nepal. (PPR-109)**” and submitted at the address of the undersigned and must reach this office through courier or by post or by hand on or before 09.08.2020 by 15:00 Hrs. and same shall be opened on 10.08.2020 at 16:00 Hrs. in presence of authorized representative of firms who choose to attend.

**PART-I (Envelope-1):-**

- i. Earnest Money Deposit (EMD) (as per Sr. No.9).
- ii. The firm shall submit PAN/VAT/company registration certificate.
- iii. Copies of award letter(s)/contract agreement(s) along with successful completion certificate(s) from the agency(ies)/firm(s) for meeting out criteria laid down at Sr. No. 1.a. above.
- iv. User Manual/Catalogues/Technical Specification of the packages for which rates have been quoted by the Bidder for meeting out criteria laid down at Sr. No. 1.b. above.
- v. Duly filled in & signed 'Form of declaration' as per Annexure-C.
- vi. Bank Account Details as per Annexure-D.

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

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

**3. Opening of Bid:**

The bid shall be opened in the following sequence:

- i. First, the envelope Part-I shall be opened.
  - ii. Part –II (Price Bid) shall be opened on same day if no clarification is required from the Bidder(s). In case clarification is sought from the Bidder(s), separate intimation shall be given for opening of Price Bids.
4. No material and T&P will be issued by SAPDC. The contractor shall make his own arrangement for electricity & water supply, required for the execution of work, at his own cost.
5. **Completion period:** Completion period shall be 60 days to be reckoned from date of issuance from Supply Order/Letter of Acceptance (LOA) including Supply, Installation, Commissioning, Testing etc. complete in all respect as per scope of work.
6. **Bid Validity:** The bid (s) shall be valid for 90 days from the opening of bid(s).
7. **Prices:-** The supplier/bidder shall offer rates & prices “on Firm Price Basis”. The quoted rates for item(s) shall be inclusive of VAT, all other taxes & duties, transportation, transit insurance, loading & unloading etc. and SAPDC shall not bear anything extra on this account. Any statutory variation in the rate of taxes after the last date of submission of bid (if any), during the currency of the contract including extension thereof shall be reimbursed/adjusted on production of documentary proof.
- Rates & amount should be filled in both figures and words. In case of ambiguities in between the rate in figures and the rate in words, the rate quoted in words shall prevail and the amount shall be corrected accordingly. The SAPDC reserves the right to adjust arithmetical or other errors in any tender/quotation in the way which it considers suitable.
- Further, only unconditional discount offered at appropriate place in the BOQ shall be considered for evaluation and discount offered or any other charges/taxes mentioned in any other document/letter submitted in bid shall not be considered for evaluation.

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

65% payment of the contract price shall be paid after the delivery of material at SAPDC Arun-3 HEP Tumlingtar, Distt. Sankhuwasabha. 35% payment of the contract price shall be paid after the installation, commissioning and testing of water filtration plant after issuance of satisfaction work completion certificate by EIC.

EIC shall ensure the submission of requisite Performance Security in accordance with Clause No. 12 of NIQ before release of this 35% payment.

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

- a. Earnest Money amounting to NPR 19,000/- shall be submitted in the shape of Bank Draft/Manager Cheque/FDR (duly pledged in favour of SAPDC) in favour of SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC), payable at Khandbari. **Any bid not accompanied by an acceptable Earnest Money Deposit shall be declared non-responsive and rejected by the Employer and their Part-II (Price Bid) bid shall not be opened.**
- b. EMD of the bidder shall be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of validity of the bid.
- c. EMD of the bidder shall be forfeited, in the event of non-compliance of supply order including non -supply etc. by the successful bidder.
- d. The EMD of unsuccessful bidders shall be released within 07 days without any interest after the issuance of Letter of Acceptance and the EMD of the successful bidder shall be released within 30 days after the issuance of Letter of Acceptance without any interest subject to furnishing of requisite Performance Security in accordance to Sr. No. 12 of this NIQ
- e. The EMD shall be valid for 120 days beyond the last date of submission of bids.
- f. No interest shall be payable by SAPDC on EMD.

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

11. **Liquidated Damages (LD):** In case of delay in work, LD @ 0.3% of Contract Price per day of delay in completion of work shall be levied subject to maximum of 5% of the Contract Price. In case the supplier fails to complete the work within 77 days from the date of issue of supply order, SAPDC reserves the right to terminate the supply order and EMD/Performance Security shall be forfeited.

12. **Performance Security Deposit:**

- 12.1 Within 15 (fifteen) days from the date of issue of the Letter of Acceptance, the successful bidder shall deliver to the Employer a Performance Security equal to **10% (Ten percent)** of the Contract Price valid till 45 days beyond AMC period.
- 12.2 The Performance Security Deposit shall be in the form of a demand draft / FDR / Banker Cheque/ Pay order issued by a Class A bank situated in Nepal acceptable to SJVN Arun-3 Power Development Company Private Limited. The bidder may submit the same in the form of irrevocable, valid and fully enforceable Bank Guarantee in favour of SJVN Arun-3 Power Development Company Private Limited in the prescribed form from a Class A

bank situated in Nepal acceptable to SJVN Arun-3 Power Development Company Private Limited which shall be valid till **45 (Forty five) days beyond AMC Period.**

- 12.3 Failure of the successful Bidder to comply with the requirements of Clause 12.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money Deposit. He will also be debarred from participating in bids invited by the Project for one year.
13. **Force Majeure:** The term "Force Majeure" shall herein mean riots (other than among the Vendor's employees), Civil Commotion (to the extent not insurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires not caused by Vendor's negligence and other such causes over which the Vendor has no control and are accepted as such by the Officer-in-Charge (OIC), whose decision shall be final and binding. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party alleging that it has been rendered unable as aforesaid, thereby shall notify within 10 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.  
Extension of time without levy of LD shall be provided during the period of occurrence of Force Majeure event, however no cost compensation shall be provided.
14. **Packing:** The supplier, wherever applicable shall properly pack and stack all materials/goods in such a manner as to protect them from deterioration and damage during transportation. The supplier shall be responsible for all damage due to improper packing.
15. **Replacement:** If the material/goods or any portion thereof is damaged or lost during transit, SAPDC shall give notice to the supplier setting forth particulars of such material/goods damaged or lost during transit. The replacement of such material/goods shall be affected by the supplier within a reasonable time to avoid unnecessary delay in the intended usage of the materials free of cost to the SAPDC.
16. **Rejection:** In the event that any of the material/goods supplied by the supplier is found defective in material or workmanship or otherwise not in conformity with the specification, SAPDC shall either reject the material/goods or request the supplier in writing to rectify the same. The supplier, on receipt of such notification shall either rectify or replace the defective material/goods free of cost to the SAPDC.
17. **Demurrage, Wharfage etc.:** All demurrage, wharfage and other expenses incurred due to delayed clearance of the material/goods or any other reason shall be on the account of the supplier.
18. **Guarantee/Warranty:** Guarantee/Warranty shall be for 12 months or 3,00,000 liters of filtered water whichever is later. In case of any complaint/repair required during Warranty/Guarantee period, the vendor will respond within two days and ensure rectification within one week's time from the date of lodging of complaint. The supplier shall either

rectify or replace the defective item(s)/material(s) free of cost to SAPDC within Guarantee/Warranty period.

19. **Consignee:-** The material/ goods under this Contract shall be dispatched to the consignee at the address mentioned below:

**Head (Infra),**

Satluj Bhawan, Arun Sadan,  
SAPDC, Tumlingtar,  
Distt. Sankhuwasabha, Nepal.  
(Mobile No.: 9851214190, 9852058071)  
Email: [infra.sapdc@gmail.com](mailto:infra.sapdc@gmail.com)

20. **Resolution of Dispute:-** In case of any dispute or difference that arises out of the subject cited supply, the same shall be referred to the Sole Arbitrator, who shall be appointed by the CEO, Arun-3HPP, SAPDC, Tumlingtar. The award of the arbitrator shall be final and binding on both the parties.

Courts of Chainpur (Nepal) shall have exclusive Jurisdiction for adjudication upon the dispute arising out of the subject cited supply between the parties.

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

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

24. **General Information:**

**Access to Project Sites:**

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

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

- a. Jogbani to Hile:- Hile is located at a distance of 118 Km from Jogbani and the existing road up to Hile is black topped road and in good condition. Hile is at EL 1920 m from sea level.
- b. Hile to Tumlingtar (Hill road route):- This route is about 111 Km and the road partially is black topped and kuchhaup to Chainpur (EL 1285m) and Chainpur to Tumlingtar is black top.

c. Tumlingtar is also connected to Kathmandu and Biratnagar by air by around thirty five minutes journey.

**For & on the behalf of SAPDC**

**Sd/-**

**Chief Engineer (P&C)**

**Satluj Bhawan, Arun Sadan,  
SAPDC, Tumlingtar,**

**Distt. Sankhuwasabha, Nepal**

**Ph. +977-29-575154,**

**E-mail Address: [pnc.sapdc@gmail.com](mailto:pnc.sapdc@gmail.com)**

## SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

### **A. DETAILED SCOPE OF WORK:**

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

- 1 Supply & installation of 500 Ltr per hour UF filter plant with multimedia filter, Carbon filter, micron filter, chlorinating system, treated water tank, pipe & fittings etc. including transportation to the site Tumlingtar complete as per directions of EIC and with technical specifications detailed below.
- 2 The supplier shall provide operation and maintenance training during installation and provide free service within warrantee period when required.
- 3 Unless otherwise specifically mentioned all materials to be used shall conform to Nepali Standard/ IS Specifications.
- 4 Contractor shall comply with all relevant quality, safety standards and all rules/ laws of Govt. of Nepal.
- 5 The work is to be done in smooth manner without hindrances to the works of other agencies, local people, surroundings and environments and as per the instructions of the Engineer-in- Charge.
- 6 The work shall be carried out in manner complying in all respect with the requirements of relevant by laws of the local bodies in whose jurisdiction the work is situated.
- 7 AMC Mandatory Service Visit in each quarter for 2 Years from the date of installation.

### **B. TECHNICAL SPECIFICATIONS**

#### **Raw water Pump**

Type	: Centrifugal Mono block
MOC	: SS
Flow	: 1 m <sup>3</sup> /h
Quantity	: 2 Nos. (Working and Stand By)
Specifications	: Speed 2900rpm, single phase 220V, 50 Hz, AC, 25x25 mm normal suction & delivery sizes, maximum head 45m, maximum suction lift 8m & maximum working pressure 4.5 bar.

#### **Multimedia Sand Media Filter**

Quantity	: 1 Set
Capacity	: 1000 LPH
MOC of vessel	: Polyglass, inner shell of high-density polyethylene.
Size of the Vessel	: 13” Dia. x 54” Height, 2.5” top opening
Type of valve	: Single – multiport, 25 mm in out
Media	: Pebbles, Quartz Sand, Anthracite
Specifications	: Max. operating pressure/temp 150psi/120°F, minimum burst at 600psi

Test certificate for material safety & structural integrity for vessel required.

### **Activated Carbon Filter**

Quantity	: 1 no.
Capacity	: 1000 LPH
MOC of vessel	: Polyglass
Size of the Vessel	: 13” Dia. x 54” Height
Type of valve	: Single – multiport, 25 mm in out
Media	: Pebbles, Quartz sand Coconut Base 1000 Iodine Value Activated Carbon.
Specifications	: Max. Operating pressure/temp 150psi/120°F, minimum burst at 600psi.

Test certificate for material safety & structural integrity for vessel required.

### **Micron Cartridge filter**

Quantity	: 2 set.
Capacity	: 1000 LPH
MOC of housing	: ABS
MOC of cartridge	: PP
Filter rating	: 5 microns
Specifications	: Standard (OD/ID 61/28 mm), recommended change-out differential pressure 0.12 MPa @ 21°C, length 20”

### **UF System**

#### A) UF Module

Dimensions	: (D x Ht. mm) 90 x 1230 mm
Material	: Housing UPVC, Potting Polyurethane+ Epoxy, Gasket NBR
Weight	: Water filled/empty 15/8 Kg
Specification	: Effective surface area 7m <sup>2</sup> , designed flux 0.2-0.7 m <sup>3</sup> /hr, max. inlet pressure 300 kPa, flow direction outside-to-inside, filtration method dead-end or cross flow.

#### B) PVDF Membrane

Quantity	: 1 no.
MOC	: PVDF
Shape	: Hollow fiber
Capacity	: 500 LPH
No. of Membranes	: 1 No
Size of Membranes	: 90 mm dia. & 1230mm height
No. of Membrane Housing	: 1
Specifications	: Nominal MWCO 150,000Da, OD/ID 1.2/0.6mm, flow direction outside-to-inside, pure water Flux (at 100kPa, 25°C) > 600LMH

### **Interconnecting Pipes and Fittings**

Piping MOC	: UPVC/ CPVC
Size	: 20/25 mm



### **Instruments**

Electric Panel	: 1 No
Pressure gauges	: 2 nos.
Conductivity meter	: 1 no.
Rate of flow indicators	: 1 no.
Level switch	: 1 no.
Flow Meter cum totalizer	: 1 No.

### **Treated Water Tank**

Capacity	: 1000 Liters
MOC	: SS 304
Qty:	: 1 No

### **Chlorination System**

Chlorine Dosing Pump	: 1 No
Capacity	: 9 LPH
Chemical Tank	: 100 Ltrs.
MOC of Tank	: PE, with Water Level Indicator, 1 No
Specifications	: Ceramic ball, seal FPM/EPDM, diaphragm PTFE, flow rate @ 9L/hr at pressure of 2 bar, frequency 160 stokes/min. pump head PVDF.

**Distribution Pipe:** Providing & fixing of PPR Pipe and fitting of size 25/20 mm OD from filtration plant to three different locations (Approx. length 200mtr.) including elbow, Tee, ball valve, CP Bib Cock 03 Nos. & socket etc.

**Consumables:** Chlorine for chlorination system for consumption of one year or 3,00,000 ltrs. of filtered water, whichever is later.



**BILL OF QUANTITIES**

**Name of Work: PPR 109 “Supply, Installation and commissioning of water filtration plant at Arun Sadan, SAPDC, Arun-3 HEP, Tumlingtar, Distt. Sankhuwasabha, Nepal”**

Sr. No	Description of items	Unit	Qty	Rate (NPR) Inclusive of VAT		Amount (NPR)
				In Figures	In Words	
1	Supplying & installation of 500 Ltr per hour UF filter plant with multimedia filter, Carbon filter, micron filter, chlorinating system, treated water tank, pipe & fittings etc., AMC for two years and supply of consumables such as chlorine and filter cartridges for one year or 3,00,000 (three lakh) liters filtered water whichever is earlier, as per scope of work attached i/c transportation to the site Tumlingtar.	Job	1			
<b>Total Amount (NPR) Inclusive of VAT</b>						
<b>Overall Discount offered, if any (%)</b>						

**Note:**

- 1) Only unconditional discount offered at appropriate place in the BOQ shall be considered for evaluation and discount offered or any other charges/taxes mentioned in any other document/letter submitted in bid shall not be considered for evaluation.
- 2) The scope of AMC includes mandatory service visit in each quarter for 2 years from the date of installation.
- 3) The BOQ rates shall be all inclusive i.e. boarding, lodging, travelling etc. during AMC period.
- 4) During warrantee period of 1 year the agency will supply the consumables like chlorine, filter cartridges etc. and the cost of same shall be included in the BOQ rates.

**Date:****Place:****Bidders Name and Signature along with seal**

**FORM OF DECLARATION**

M/s------(name of Bidder/Supplier) having its registered office at ----- (hereinafter referred to as ‘the Bidder/Supplier’) having carefully studied all Terms and conditions, scope of work BOQ etc. and all corrigendum (if any) pertaining to the ‘**Supply, Installation and commissioning of water filtration plant at Arun Sadan, SAPDC, Arun-3 HEP, Tumlingtar, Distt. Sankhuwasabha, Nepal. (PPR-109)**’ the local and site conditions and having undertaken to execute the said works.

DO HEREBY DECLARE THAT:

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

**Date:**

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

.....

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

**BANK ACCOUNT DETAILS**

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

*# Copy of cancelled cheque may also be attached*

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

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

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

**(Refer clause 12 of NIQ)**

Date:

To,

*{Insert Name & Address of the Employer}*

We have been informed that .....(the “company”), having its registered office at ..... has entered into a Agreement on .....20.... with you for the work of “Supply, Installation and commissioning of water filtration plant at Arun Sadan, SAPDC, Arun-3 HEP, Tumlingtar, Distt. Sankhuwasabha, Nepal. (PPR-109)”.

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 AMC 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:.....]***