

एसजेवीएन अरूण-3 पाँवर डवलपमेंट कंपनी प्रा. लि.  
SJVN Arun-3 Power Development Company Pvt. Ltd.

(एसजेवीएन की पूर्ण स्वामित्व वाली अधीनस्थ कंपनी)

(A wholly owned subsidiary of SJVN)

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



Ref. No.: SAPDC/P&C/Arun-3HEP/PPR-148/2023-252

Dated: 26.04.2023

**NOTICE INVITING QUOTATIONS (NIQ)**

Sealed quotations are herewith invited by SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC/Employer) from the eligible firms/agencies of Nepal for “Rate contract/Empanelment of Advertising Agency(ies) for advertisement in newspaper(s) of Nepal for SAPDC, Tumlingtar, Sankhuwasabha Distt. Nepal for a period of one (01) year” as per the details provided here-in-below: -

Sr. No.	Description	Remarks
1.	Bill of Quantities (BOQ)	Refer <i>Annexure 'A'</i>
2.	Scope of work	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:**

- a. To qualify for award the firms/agencies should have Average Annual Turnover of at least NPR 19,52,000/- during the last 3 financial years, ending 15<sup>th</sup> July, 2022.

The firms/agencies shall submit copies of financial statements (Balance Sheets) and /or Audit Reports and/or tax clearance certificate obtained from the Inland Revenue Department or documents showing submission of tax returns for the last 3 years, ending 15<sup>th</sup> July 2022 in support of meeting turnover requirements. In case where Audited financial results for the immediately preceding year are not available, then a statement of account as on the closing date of the immediately preceding financial year depicting the Turnover duly certified by their Statutory Auditor/ Certified Public Accountant carrying out the statutory audit shall be enclosed with the Bid along with copy of appointment letter of the Statutory Auditor.

- b. The firms/agencies shall be registered under Advertising Association of Nepal.

**2. Submission of Bid:-**

The firms/agencies must submit the bid in the following **two separate sealed envelopes {PART-I (Envelope-1) & PART-II (Envelope-2)}** 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 “Rate contract/Empanelment of Advertising Agency(ies) for advertisement in newspaper(s) of Nepal for SAPDC, Tumlingtar, Sankhuwasabha Distt. Nepal for a period of one (01) year” and submitted at the address of the undersigned and must reach this office through courier or by post or by

hand on or before **17.05.2023 by 1500 Hrs.** and same shall be opened on **18.05.2023 at 1600 Hrs.** in presence of authorized representative of firms who choose to attend. Further, In the “Techno-Commercial” part *{i.e in PART-I (Envelope-1)}* of the bid the firms/agencies 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.

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

- i. Original Earnest Money Deposit (EMD) (as per Sr. No.9).
- ii. The firm shall submit PAN/VAT/Registration certificate.
- iii. Supportive documents for meeting out criteria laid down at Sr. No. 1.a above.
- iv. Proof of registration under Advertising Association of Nepal 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-A 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.  
Part –II (Price Bid) of responsive bidder(s) shall be opened on same day, if no clarification is required from the firm(s)/agency(ies). In case clarification is sought from the firm(s)/agency(ies), separate intimation shall be given through notification on the websites for opening of Price Bid(s) of responsive bidder(s).

**4. Deleted without change in sr.no.**

**5. Period of Contract:** The period for contract shall be 01 (One) year from the date of issuance of Letter of Acceptance. The Contract period may be extended beyond 01 year on the same terms and conditions for a maximum period of another 6 months subject to satisfactory performance certification by OIC.

**6. Bid Validity:** The bid (s) shall be valid for 90 days from the opening of bid(s).

**7. Prices:-**

- i. The firms/agencies shall offer rates & prices “on Firm Price Basis”.
- ii. The quoted rates for item(s) shall be Including all taxes & duties but **Excluding VAT**. VAT shall be paid extra by SAPDC as per actual on production of documentary evidence.
- iii. SAPDC shall not bear any Tax liability (Excluding VAT) 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.
- iv. 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. As regards the Income Tax, Surcharge on income tax, any other Taxes as applicable in Nepal.
- v. The details/information towards the deductions shall be issued by SAPDC.
- vi. Rates and Offered discount (if any) should be filled in both figures and words. In case of ambiguities in between the rate/ Offered discount in figures and the rate/ Offered discount in words, the rate/Offered discount 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.

- vii. Further, only unconditional discount in percentage (%) offered at appropriate place in the BOQ shall only be considered for evaluation of the bid, discount offered at any other place or in any other document/letter submitted by the firms/agencies along with the bid shall not be considered for the purpose of evaluation as well as award. Further, the firms/agencies shall quote rate and amount (excluding of VAT) mentioned at any other place/document/letter by the firms/agencies shall also for not be considered evaluation as well as award.
  - viii. The percentage (%) offered discount should be filled in both figures and words. However, if bidder will not Offered any discount on their quoted rate i.r.o any/all item(s) of Bill of Quantities (BOQ) at Annexure-A then the bidder must mention as Nil.
8. SAPDC reserves the right to adjust arithmetical or other errors (if any) noticed in the quotation 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 NIT/NIQ will be considered and multiplied by the unit rates quoted in words to obtain the amount.
  - iv. Offered percentage (%) discount (if any) at appropriate place in the BOQ shall be applied on unit rate as quoted in words will govern and final/awarded rate shall be determined accordingly.

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 & EMD of the bidder(s) shall be forfeited.

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

100% payment shall be made as per actual, after completion of particular assignment and receipt of original bill along with the copy of published newspaper advertisement in the office of Officer-in-Charge (OIC). The payment shall be released against the submission of bill and certification by OIC. Payment shall be released within 15 days of receipt of bill complete in all respect after statutory deductions (if any).

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

- a. Earnest Money Deposit (EMD) amounting to **NPR 1,31,000/-** shall be submitted in the shape of Bank Draft (in original)/Manager Cheque (in original)/FDR (in original) (duly pledged in favour of **SAPDC-NPR CONSTRUCTION ACCOUNT**) in favor of SAPDC-NPR CONSTRUCTION ACCOUNT payable at Kandhari/ Bank Guarantee (in original) in favor of SAPDC-NPR CONSTRUCTION ACCOUNT acceptable to SAPDC (Bidders may refer the format at **Annexure-I** for BG against EMD) for an amount as

mentioned herein-above. Earnest Money Deposit shall remain valid for 120 days after the date of deadline for submission of Bids as stated in the invitation to bid or beyond any period of extension subsequently requested.

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

- b. EMD of the bidder shall be forfeited:
  - i. If bid withdrawn or amends its bid or impairs or derogates from the bid in any respect in the interval between the bid submission deadline and the expiration of the bid validity period or
  - ii. adopts corrupt or fraudulent practices or
  - iii. does not accept the correction of the Bid Price pursuant to Clause at Sr.No. 8 of NIQ.
  - iv. fails or refuses to furnish the Performance Security, in accordance with the to Clause at Sr. No. 13 of NIQ the EMD of the successful bidder(s)
- c. Bidder may modify or amends its bid or withdraw its bid after submission and before the prescribed deadline for bid submission.
- d. The EMD of unsuccessful bidders shall be released within 30 days without any interest after the issuance of Letter of Acceptance.
- e. The EMD of the successful bidder shall be released within 30 days after the issuance of Letter of Acceptance subject to furnishing of requisite Performance Security in accordance to Clause at Sr. No. 13 of NIQ.
- f. No interest shall be payable by SAPDC on EMD.

**11. Award Criteria:**

Subject to Para/Clause at Sr.No. 14 of NIQ hereof, the SAPDC will award the contract for respective newspapers and respective pages as per Bill of Quantities (BOQ) at Annexure-A to the bidder(s) whose bid has been determined to be substantially responsive to the Bidding documents/NIQ and who has offered the lowest evaluated bid price pursuant to Para-8 hereof for respective newspapers and respective pages as per Bill of Quantities (BOQ) at Annexure-A.

**12. Liquidated Damages (LD):**

Sr. No.	Nature/Description of Work	Completion period for particular assignment	Extent of LD
1	Publication in newspapers	Within 2 Days after finalization of design/confirmation by SAPDC as directed by OIC.	1% of particular assignment amount per day for delay in completion shall be levied subject to maximum of 5% of the particular assignment amount.

In case the agency fails to publish the advertisement in newspapers after levy of maximum LD, SAPDC reserves the right to cancel the particular assignment and/or terminate the LOA along with forfeiture of bid Performance Security as the case may be.

13. **Performance Security Deposit:**

- a. Contractor/Agency(ies) shall furnish a “Contract Performance Guarantee” in favour of SAPDC-NPR CONSTRUCTION ACCOUNT, towards contract performance security of amounting to **NPR 35,000/-** for the faithful performance of the contract in accordance with the terms and conditions specified in the contract/LOA, within 30 days from the issue of letter of award in one of the form as detailed below: -
    - i. Bank Draft (in original)/Manager Cheque (in original)/FDR (in original) (duly pledged in favour of SAPDC-NPR CONSTRUCTION ACCOUNT) in favor of SAPDC-NPR CONSTRUCTION ACCOUNT payable at Khandbari.
    - ii. An irrevocable valid and fully enforceable Bank Guarantee (shall be in the format provided in tender document at **Annexure-II**) from a Commercial (Class A) bank of Nepal in favour of SAPDC-NPR CONSTRUCTION ACCOUNT acceptable to SAPDC.
  - b. 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 Officer-in- Charge (OIC).
14. Notwithstanding Para/Clause at Sr.No. 11 of NIQ, 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.
15. The number of advertisements (As per Scope of work at Annexure-B) during the contract period are tentative. However, the number of advertisements can vary and the payment shall be made on actual basis.
16. The size of advertisements (As per Scope of work at Annexure-B) is approximate; however, the size may vary depending upon the matter of advertisement and the payment shall be made as per actual.
17. **Resolution of Dispute:** In case of any dispute or difference that arises out of the subject cited supply, the same shall be referred to the Sole Arbitrator, who shall be appointed by the CEO, Arun-3 HEP, SAPDC, Tumlingtar. The award of the arbitrator shall be final and binding on both the parties.
- Courts of Chainpur (Nepal) shall have exclusive Jurisdiction for adjudication upon the dispute arising out of the subject cited supply between the parties.
18. Corrigendum/Addendum, if any to NIQ shall be uploaded only on <https://sivn.nic.in/tender> & <https://sapdc.com.np/page/tender>.
19. The Contract of firms/agency(ies) can be terminated by SAPDC by serving fifteen (15) day notice without assigning any reason.

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

<b>Name</b>	<b>Designation</b>	<b>Contact No.</b>	<b>Address</b>
Er. Rakesh Singh	Chief Engineer (P&C)	Ph. +977-29-575154 E-mail Address: <a href="mailto:pnc.sapdc@gmail.com">pnc.sapdc@gmail.com</a>	Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal.

**For & on the behalf of SAPDC**

**Sd/-**

**Chief Engineer (P&C)**

Satluj Bhawan, Arun Sadan,  
SAPDC, Tumlingtar,  
Distt. Sankhuwasabha, Nepal

**BILL OF QUANTITIES**

**Name of Work: - (PPR 148/2023) “Rate contract/Empanelment of Advertising Agency(ies) for advertisement in newspaper(s) of Nepal for SAPDC, Tumlingtar, Sankhuwasabha Distt. Nepal for a period of one (01) year”**

Sr. No	Name of Newspaper	Type and location of printing	Unit	Unit Rate (NPR) (Excluding VAT)		Offered discount (if any) in percentage (%)	
				In Figures	In Words	In Figures	In Words
1.	Kantipur	Color-Inside Page	Per CC				
		Color- Front Page	Per CC				
		Color-Back Page	Per CC				
		Black& White-Inside Page	Per CC				
		Black & White – Back Page	Per CC				

Sr. No	Name of Newspaper	Type and location of printing	Unit	Unit Rate (NPR) (Excluding VAT)		Offered discount (if any) in percentage (%)	
				In Figures	In Words	In Figures	In Words
2.	Gorkhapatra	Color-Inside Page	Per CC				
		Color- Front Page	Per CC				
		Color-Back Page	Per CC				
		Black& White-Inside Page	Per CC				
		Black & White – Back Page	Per CC				
3.	The Himalayan Times	Color-Inside Page	Per CC				
		Color- Front Page	Per CC				
		Color-Back Page	Per CC				



Sr. No	Name of Newspaper	Type and location of printing	Unit	Unit Rate (NPR) (Excluding VAT)		Offered discount (if any) in percentage (%)	
				In Figures	In Words	In Figures	In Words
		Black& White-Inside Page	Per CC				
		Black& White-Back Page	Per CC				
4.	The Kathmandu Post	Color-Inside Page	Per CC				
		Color- Front Page	Per CC				
		Color-Back Page	Per CC				
		Black& White-Inside Page	Per CC				
		Black & White – Back Page	Per CC				

Sr. No	Name of Newspaper	Type and location of printing	Unit	Unit Rate (NPR) (Excluding VAT)		Offered discount (if any) in percentage (%)	
				In Figures	In Words	In Figures	In Words
5.	Naya Patrika	Color-Inside Page	Per CC				
		Color- Front Page	Per CC				
		Color-Back Page	Per CC				
		Black& White-Inside Page	Per CC				
		Black & White – Back Page	Per CC				
6.	Nagrik	Color-Inside Page	Per CC				
		Color- Front Page	Per CC				

Sr. No	Name of Newspaper	Type and location of printing	Unit	Unit Rate (NPR) (Excluding VAT)		Offered discount (if any) in percentage (%)	
				In Figures	In Words	In Figures	In Words
		Color-Back Page	Per CC				
		Black& White-Inside Page	Per CC				
		Black & White – Back Page	Per CC				

**Note:**

- i. The quoted rates for item(s) shall be Including all taxes & duties but Excluding VAT.**
- ii. VAT shall be paid extra by SAPDC as per actual on production of documentary evidence.**
- iii. Rates and Offered discount (if any) should be filled in both figures and words.**
- iv. If bidder will not Offered any discount on their quoted rate i.r.o any/all item(s) of Bill of Quantities (BOQ) then the bidder shall mention as Nil.**
- v. The number of advertisements (As per Scope of work at Annexure-B) during the contract period are tentative. However, the number of advertisements can vary and the payment shall be made on actual basis.**
- vi. The size of advertisements (As per Scope of work at Annexure-B) is approximate; however, the size may vary depending upon the matter of advertisement and the payment shall be made as per actual.**

**Date:**

**Place:**

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

.....

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

SCOPE OF WORK (PPR-148/2023)

**NAME OF WORK: “Rate contract/Empanelment of Advertising Agency(ies) for advertisement in newspaper(s) of Nepal for SAPDC, Tumlingtar, Sankhuwasabha Distt. Nepal for a period of one (01) year”**

The scope includes designing & conceptualizing of window advertisement in newspapers as per the requirement of SAPDC, publication in newspapers after finalization of design/confirmation by SAPDC as directed by Officer-in-Charge (OIC). The newspapers in which advertisement is to be published, shall be decided by SAPDC. After publishing of the advertisement in newspapers the copy of same shall be provided to the Officer-in-Charge (OIC). The publishing of advertisements in newspapers shall be done within 2 days after finalization of design/confirmation by SAPDC as directed by Officer-in-Charge (OIC). During the contract period the successful firm/agency shall carry out the services as per scope of work.

The tentative number of advertisements during the contract period to be published are tabulated below:

Sr.No.	Name of Newspaper	Type and Location of Printing	Estimated No. of Advertisement to be published (Approx. Size 52 CC)
1	Kantipur	Color-Inside Page	3
2		Color- Front Page	3
3		Color-Back Page	3
4		Black& White-Inside Page	7
5		Black & White – Back Page	3
6	Gorkhapatra	Color-Inside Page	3
7		Color- Front Page	3
8		Color-Back Page	3
9		Black& White-Inside Page	7
10		Black & White – Back Page	3
11	The Himalayan Times	Color-Inside Page	3
12		Color- Front Page	3
13		Color-Back Page	3
14		Black& White-Inside Page	7
15		Black & White – Back Page	3
16	The Kathmandu Post	Color-Inside Page	3
17		Color- Front Page	3
18		Color-Back Page	3
19		Black& White-Inside Page	7
20		Black & White – Back Page	3
21	Naya Patrika	Color-Inside Page	3
22		Color- Front Page	3
23		Color-Back Page	3
24		Black& White-Inside Page	7
25		Black & White – Back Page	3
26	Nagrik	Color-Inside Page	3
27		Color- Front Page	3
28		Color-Back Page	3
29		Black& White-Inside Page	7
30		Black & White – Back Page	3

- The number of advertisements during the contract period are tentative. However, the number of advertisements can vary and the payment shall be made on actual basis.
- The size of advertisements is approximate; however, the size may vary depending upon the matter of advertisement and the payment shall be made as per actual.

**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 **“Rate contract/Empanelment of Advertising Agency(ies) for advertisement in newspaper(s) of Nepal for SAPDC, Tumlingtar, Sankhuwasabha Distt. Nepal for a period of one (01) year”** (PPR-148/2023) the local and site conditions and having undertaken to execute the said works.

DO HEREBY DECLARE THAT:

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

Date:

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

.....

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

**BANK ACCOUNT DETAILS(PPR-148/2023)**

<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*

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

.....

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

**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.

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

**(Refer clause 10. of NIQ)**

WHEREAS \_\_\_\_\_ (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated \_\_\_\_\_ (date) for " **Rate contract/Empanelment of Advertising Agency(ies) for advertisement in newspaper(s) of Nepal for SAPDC, Tumlingtar, Sankhuwasabha Distt. Nepal for a period of one (01) year**" (PPR-148/2023)

SEALED with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ (Month and Year).

THE CONDITIONS of this obligation are:

1. If after Bid opening the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid or
2. If the Bidder having been notified of the acceptance of his Bid by the SJVN Arun-3 Power Development Company Private Limited, during the period of bid validity.
  - a. does not accept the correction of the Bid Price pursuant to Clause 8. of NIQ.  
or
  - b. fails or refuses to furnish the Performance Security, pursuant to Clause 13. of NIQ
  - c. adopts corrupt or fraudulent practices

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

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

DATE \_\_\_\_\_

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

WITNESS \_\_\_\_\_

SEAL \_\_\_\_\_

(Signature, name and address)



**2.0 FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT  
(Refer clause 13. of NIQ)**

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 .....23.... with you for the assignment of "**Rate  
contract/Empanelment of Advertising Agency(ies) for advertisement in newspaper(s) of  
Nepal for SAPDC, Tumlingtar, Sankhuwasabha Distt. Nepal for a period of one (01) year**"  
(PPR-148/2023).

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 contract period (the "**Expiry Date**").

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

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

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

Notwithstanding anything contained hereinabove:

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

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

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

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

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

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

Name: .....

Designation:.....

Seal of the Bank:.....

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

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

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

***Name:.....***

***Designation:.....***

***Seal of the Bank:.....***

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