

एसजेवीएन अरुण-3 पावर 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 अरुण-3 जलविद्युत परियोजना
900 MW Arun-3 Hydro Power Project

Regd. No.: 111808/69/070



Ref. No.: SAPDC/P&C/Arun-3 HEP/PPR-165/2023- 971

Date: 10.11.2023

NOTICE INVITING QUOTATIONS (NIQ)

Sealed quotations are herewith invited by SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC/Employer) from the eligible Bidder/Suppliers of Nepal for **“Supply and Installation of water filtration plant in the residential colony complex near the surge shaft of Arun-3 HEP 900MW.” (PPR-165/2023)** as per the details provided here-in-below: -

Sr. No.	Description	Remarks
1.	Bill of Quantities (BOQ)	Refer Annexure 'A'
2.	Scope of work & Technical Specifications	Refer Annexure 'B'
3.	Special conditions of contract (SCC)	Refer Annexure 'C'
4.	Form of declaration	Refer Annexure 'D'
5.	Bank Account Details	Refer Annexure 'E'

TERMS & CONDITIONS (T&C):

1. Minimum Qualifying Requirements:-

- a. 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.

- b. The technical specification of the offered models shall be equivalent or higher than the specifications mentioned under Technical Specifications(**Annexure-B**).

2. Submission of Bid:

The bidder 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 **“Supply and Installation of water filtration plant in the residential colony complex near the surge shaft of Arun-3 HEP 900MW.” (PPR-165/2023)** and submitted at the address of the undersigned and must reach this office through courier or by post or by hand on or before **01.12.2023 by 1500 Hrs.** and same

shall be opened on **02.12.2023 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 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.

PART-I (Envelope-1):-

- i. Original Earnest Money Deposit (EMD) (as per Sr. No.9).
- ii. The firm shall submit PAN/VAT and 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-D.
- vi. Bank Account Details as per Annexure-E.

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.
 - ii. Part –II (Price Bid) shall be opened subsequently, 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 Bid(s) of responsive bidder(s).
4. No material and T&P will be issued by SAPDC. The contractor shall make his own arrangements for material and equipment’s transportation, loading, unloading, and electricity and water supply, required for the execution of work, at his own risk and cost.
 5. **Completion period:** Completion period shall be 3 Months 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, 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 only be considered for evaluation of the bid, discount offered at any other place or in any other document/letter submitted by the bidder along with the bid shall not be considered for the purpose of evaluation as well as award. Further, the bidder shall quote rate and amount inclusive of VAT, any other charges/taxes/VAT mentioned at any other place/document/letter by the bidder/supplier shall also for not be considered evaluation as well as award.

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.

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

- a. EMD amounting to **NPR 22,000/-** shall be submitted in the shape of **Bank Draft** (in original)/**Manager Cheque** (in original) in favor of **SAPDC-NPR CONSTRUCTION ACCOUNT, FDR** (in original) (duly pledged in favor of **SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC)**) payable at Kandhari.

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.
 - or
 - iv. EMD of the successful bidder(s)/supplier(s) shall be forfeited, in the event of non-compliance of Supply Order/Letter of Acceptance (LOA).
- 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 28 days without any interest after the issuance of Letter of Acceptance of successful bidder.
- e. The EMD of the successful bidder shall be released within 28 days on the recommendation of Consignee after the receipt of inspection report issued by OIC.
- f. No interest shall be payable by SAPDC on EMD.

10. **Award Criteria:**

- (i) The bid shall be evaluated on overall L-1 basis and the award shall be made based on the lowest rate/Amount quoted by the Bidder/Supplier for whole work as per **Annexure-A** in the Bill of Quantities.
- (ii) If, Bidder(s) quote Zero/Nil/left Blank/ (-) rate(s) against any item(s) of BOQ then it will be presumed that bidder(s) has/have loaded the rate(s) for that

item(s) in any other item(s) of the BOQ. In that case Zero (0) rate(s) shall be considered for the purpose for evaluation as well as award.

11. Liquidated Damages (LD):

In case of delayed delivery, LD @ 0.22 % of contract price per day of delay in completion shall be levied subject to maximum of 5% of the contract price (cumulative or individual LD in terms of clause at Sr.No.11 & at Sr.No.15).

In case the supplier fails to supply the material within 113 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/encashed.

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 / Banker Cheque in favor of **"SAPDC-NPR Construction Account"** payable at Kandbari, FDR(duly pledged in favor of **SJVN Arun-3 Power Development Company Private Limited(SAPDC)**). The bidder may submit the same in the form of irrevocable, valid and fully enforceable Bank Guarantee in favor of **SJVN Arun-3 Power Development Company Private Limited(SAPDC)** 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 45 days (reckoned from the date of notice given by SAPDC to the supplier), to avoid unnecessary delay in the intended usage of the materials free of cost to the SAPDC.

Further, if replacement shall not be made within the above said time, then the additional LD @ 0.22% of contract price per day of delay shall be levied.

The levied LD shall be subject to maximum of 5% of the contract price (cumulative or individual LD in terms of clause at Sr.No.11 & at Sr.No.15)

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/good(s)/Item(s) or request the supplier in writing to rectify/replace the same. The supplier, on receipt of such notification shall rectify/replace (As directed by the OIC/EIC) the defective material/good(s)/item(s) free of cost to the SAPDC. Decision of OIC/EIC (SAPDC) shall be final and binding on the supplier(s).

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 1 Year 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.

If, supplier fails to perform such obligation(s), then the Performance Security Deposit as per clause No. 12 may be forfeited/ encashed by the SAPDC.

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

Chief Engineer/Head (Store),

Satluj Bhawan, Arun Sadan,

SAPDC, Tumlingtar,

Distt. Sankhuwasabha, Nepal.

(Mobile No.: 9852058138, 9852099567)

Email:store.sjvnnepal@sjvn.nic.in

20. **Inspection:** Inspection of the item(s)/material shall be carried out by OIC or his authorized representative at Store/ locations as mentioned in the BOQ/Scope of Work. OIC shall ensure the technical specification(s), make/brand/model (If applicable) of the supplied item(s) is/are as per NIQ/LOA.

21. **Insurance:-**

The successful firm/agency (i.e., to whom the work will be awarded) shall take out and maintain, and shall cause any associated person (s)/manpower to take out and maintain, at its (or the associated person s', as the case may be) own cost but on terms and conditions approved by SAPDC, insurance against the risks, and for the coverage, as stipulated in the contract or any applicable law including Labour Law of the land (in Nepal), and as per SAPDC's Officer Incharge (OIC) instructions , shall provide evidence to SAPDC showing that such insurance has been taken out and maintained and that the current premiums have been paid. The agency/firm shall ensure that such insurances are in place before commencing the Services from effective date as mentioned at Sr. No.5. Alterations to the terms of insurance shall not be made without the approval of the Officer Incharge, SAPDC.

22. **Extension Of Time:-**

Time for completion of services is defined under Clause 5, however, if there is any delay/causes, which in the opinion of bidder is beyond his/her control, in that case, such events shall be brought out in the notice of SAPDC by the bidder in writing within 07 days of occurrence of event.

Upon receiving request from bidder, Engineer-in-Charge of work may give a fair and reasonable extension of time for completion, after taking into consideration the nature of the work delay and practicability of its execution during the period of extension.

Provided further that no monetary claims shall be admissible to the bidder for such extension of times.

23. **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.

24. **Clause deleted without change in Serial No.**

25. Corrigendum/Addendum, if any to NIQ shall be uploaded only on <http://sjvn.nic.in/tender.htm> & <http://www.sapdc.com.np/pages/tender>.

26. SAPDC reserves the right to reject any or all the tenders without assigning any reason thereof.

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

Name	Designation	Contact No.	Address
Er. R. K. Jassal	Chief Engineer (P&C)	Mob.:- +977-9857091999	Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal.

28. **General Information:**

Tumlingtar is connected to Kathmandu by air by around thirty-five minutes journey and from Biratnagar connected by road.

The project sites Power House Phukuwa and Dam Site Phaksinda are approx. 60 KM connected by road from Tumlingtar.

For & on the behalf of SAPDC

**Sd/-
(R.K. Jassal)
Chief Engineer (P&C)
Satluj Bhawan, Arun Sadan,
SAPDC, Tumlingtar,
Distt. Sankhuwasabha, Nepal
Ph. +977-29-575154,
E-mail Address: pnc.sapdc@sjvn.nic.in**

BILL OF QUANTITIES

Name of Work: “Supply and Installation of water filtration plant in the residential colony complex near the surge shaft of Arun-3 HEP 900MW.” (PPR-165/2023)

Sr No	Description of Work	Unit	Qty	Rate (NPR) Inclusive of VAT		Amount (NPR) Inclusive of VAT
				In Figures	In Words	
1	500 Ltr. per hour UF filter plant with multimedia filter media filter and carbon filter micron filter and chlorinating system, treated water tank, pipe and fittings, Electric panel all complete set with above specification.	Set	1			
2	Transportation of the goods to site, Sankhuwasabha District.	Job	1			
3	Installation commissioning and testing.	Job	1			
4	Annual maintenance Mandatory service visit in half yearly basis for 2 year.	Job	1			
5	Consumable such as chlorine and filter cartridges for 1 year or 3 lakh litre of water usages, whichever is earlier.	Job	1			
6	Distribution PPR pipe & fittings I/c elbow, socket, T joint & union etc. up to tap (03 locations)	Rmt.	200			
Total Amount (NPR) Inclusive of VAT						
Overall Discount offered, if any (%)						
Total Amount After Discount (NPR) Inclusive of VAT						

Note:

- 1) Only unconditional discount 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 bidder along with the bid shall not be considered for the purpose of evaluation as well as award. Further, the bidder shall quote rate and amount inclusive of VAT, any other charges/taxes/VAT mentioned at any other place/document/letter by the bidder/supplier, shall also not be considered for evaluation & award.

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 & TECHNICAL SPECIFICATIONS

The scope of work for supply, installation, and one-year maintenance of the water filter plant shall conform to the following technical details:

Purification process: Skid Mounted Ultrafiltration (UF) Plant capacity: 500LPH.

Ultra purification (UF) is a membrane-based filtration process and it can be used for surface water to make potable water. UF membrane has a pore size of 0.01 microns and it does not reject water and permissible TDS and ions from water.

Water Quality: Outlet water quality from the UF plant would be within WHO drinking water standards.

Filtration Process: Raw water tank
Raw water pump
Multimedia sand filter
Activated carbon filter
Micron filter
UF filter
Treated water tank SS 304
Chlorination system
Point of use.

Raw Water Pump

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

Multimedia Sand Media Filter

Quantity	: 1 set
Capacity	: 1000LPH
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. 150 psi/120°F minimum burst at 600psi

Test Certificate for material safety and structural integrity for vessel required.

Activated Carbon Filter

Quantity	: 1 no.
Capacity	: 1000LPH
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 valve activated Carbon.
Specifications : Max. Operating pressure/temp. 150 psi/120°F minimum burst at 600psi

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

Micron Cartridge filter

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

UF System

C) UF Module

Dimensions : (Dx Htmm) 90x1230mm
Material : Housing UPVC, Potting Polyurethane +Epoxy, Gasket NBR.
Weight : Water filled/empty 15/8 kg.
Specifications : Effective surface area 7 sqm., designed flux 0.2-0.7 cum/hr. Max. inlet pressure 300kPa, flow direction outside-to-inside, filtration method dead-end or cross flow.

D) PVDF Membrane

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

Interconnection pipes and fittings.

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

Instruments

Electric Panel	: 1 no.
Pressure gauge	: 2 nos.
Conductivity Metre	: 1 no.
Rate of flow indicators	: 1 no.
Level Switch	: 1 no.
Flow metre cum totalizer	: 1 no.

Treated water want

Capacity : 1000 litres.

MOC : SS 304.

Qty. : 1 no.

Chlorination Syatem.

Chlorine Dosing Pump : 1 no.

Capacity : 9LPH.

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 a pressure of 2 bar, frequency 160 stokes/min. Pump head PVDF.

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

Consumables: Chlorine for chlorination system for consumption of one year or 300000 ltrs. Of filtered water whichever is later.

Special conditions of contract (SCC)

- 1) On-site warranty 1 year or 300000 liters of filtered water usage.
- 2) Consumable: Supplier shall provide 1-year consumables such as cartridges etc.
- 3) Service: Supplier shall provide operation and maintenance training during installation and provide free service within the warranty period, whenever required.
- 4) The contractor shall make his own arrangements for material and equipment's transportation, loading, unloading, and electricity and water supply, required for the execution of work, at his own risk and cost.
- 5) No material and T&P will be issued by SAPDC.
- 6) The contractor shall carry out the work as per the Nepal standard of work, technical specifications, drawings, and as per directions of EIC.
- 7) The contractor is required to submit the manufacturer's test report for the materials as required by EIC. No extra cost shall be paid to the contractor on this account.
- 8) All items/ materials are to be purchased as per the list of approved materials/items or/ and as approved by EIC.
- 9) Unless otherwise specifically mentioned all materials to be used, as per the list of approved make, shall conform to Nepali Standards/ Specifications.
- 10) Successful Bidder shall comply with all relevant quality, and safety standards and all rules/ laws of Govt. of Nepal.
- 11) Submission of detailed scheme for all items/ components to EIC before the start of work.
- 12) Contractor shall hand over all manufacturer's warranty of the equipment installed/ used for completion of work.

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 & Technical specifications, BOQ etc. and all corrigendum (if any) pertaining to the **“Supply and Installation of water filtration plant in the residential colony complex near the surge shaft of Arun-3 HEP 900MW.” (PPR-165/2023)** 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

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

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.

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 on20.... with you for the work of “**Supply and Installation of water filtration plant in the residential colony complex near the surge shaft of Arun-3 HEP 900MW.” (PPR-165/2023).**

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 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:.....]