

एसजेवीएन अरुण-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 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-178/2024- 331

**Date:**07.05.2024

**NOTICE INVITING QUOTATIONS (NIQ)**

Sealed Quotations are herewith invited by SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC/Employer) from eligible Bidders of Nepal/India for **“Supply of Probe, Readout, Software with 50m cable & drum for Vertical Inclinometers and readout (VW) for Piezometers for Arun-3 HEP, Distt. Sankhuwasabha, Nepal. (PPR-178/2024)”** as per the details provided here-in-below: -

Sr. No.	Description	Remarks
1.	Bill of Quantities (BOQ)	Refer <b>Annexure 'A'</b>
2.	Scope of work	Refer <b>Annexure 'B'</b>
3.	Form of declaration	Refer <b>Annexure 'C'</b>
4.	Bank Account Details	Refer <b>Annexure 'D'</b>
5.		

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

**1. Minimum Qualifying Requirements(MQR):**

- The Bidder can be from India or Nepal. The Bidder should have supplied readouts for VW sensors & probes, readout for inclinometers during last seven (07) years ending last day of month previous to the one in which applications are invited.
- The Bidder shall submit with his bid completion certificate in support of above. Certificates shall clearly state the date of delivery and date of supply of goods. The Certificate shall be on the letterhead of the Client with a valid address for correspondence and signed by or on behalf of the Client.

**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 of Probe, readout, software with 50m cable & drum for Vertical Inclinometers and readout (VW) for Piezometers for Arun-3 HEP, Distt. Sankhuwasabha, Nepal. (PPR-178/2024)”** and submitted at the address of the undersigned (Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar, Distt.

Sankhuwasabha, Nepal) and must reach this office through courier or by post or by hand on or before **by 28.05.2024 1500 Hrs.** and same shall be opened on **at 29.05.2024 1630 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):**

The bidder shall submit scanned copies of the following documents duly signed and stamped:

- i. Earnest Money Deposit (EMD) (as per Sr. No.9)
- ii. Authorization Certificate supporting with requisite documents for meeting out criteria laid down at Sr. No. 1(MQR)
- iii. The firm shall submit PAN/VAT/Registration certificate
- iv. Duly filled in & signed ‘Form of declaration’ as per Annexure-C.
- v. 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) 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.
  5. **Completion period:** The total time for supply of items is 45 days to be reckoned from the 15th day from the date of issuance of Supply Order (SO)/Letter of Acceptance (LOA)
  6. **Bid Validity:** The bid (s) shall be valid for 90 days from the opening of bid(s).
  7. **Prices:**
    - i. The supplier/bidder shall offer rates & prices “on Firm Price Basis”. The quoted rates for item(s) shall be (F.O.R) exclusive of taxes, which shall be paid extra by SAPDC as per actual on production of documentary evidence.
    - ii. 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.

- iii. 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 exclusive of VAT, any other charges/taxes/VAT mentioned at any other place/document/letter by the bidder/supplier shall also not be considered evaluation as well as award.
8. **(i) Payment:** The payments will be made in the following manner:

100% Payment of the contract price shall be made after the receipt of item(s)/material/good(s) in full quantity & in good condition, on submission of bill and inspection report issued by Officer-in-Charge (OIC).

**(ii) Performance Security Deposit:**

Within 15 (fifteen) days from the date of issue of the Supply Order/Letter of Acceptance (LOA), the successful bidder(s) shall deliver to the EIC/OIC (Employer) a Performance Security equal to 10% (ten percent) of the Contract Price valid till 60 (sixty) days beyond Guarantee/Warranty period.

The Performance Security Deposit shall be in the form of a demand draft / Banker Cheque in favor of "SAPDC-NPR Construction Account" payable at Khandbari, 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 60 (Sixty) days beyond Guarantee/Warranty Period.**

**9.0 Earnest Money Deposit (EMD):**

- a. EMD amounting to **NPR 13,440/-** shall be required to be submitted with the proposal in either of the form:
- i. FDR (issued by a "A" Class Nepalese Bank/Scheduled Bank of India shall only be acceptable) duly pledged in favor of **SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC)**  
or
- ii. Manager's cheque (issued by a "A" Class Nepalese Bank shall only be acceptable) in favor of in favor of **SAPDC-NPR Construction Account** payable at Khandbari.

Or

Alternatively, payment against Bid Security/EMD may also be made directly in the following bank account of SJVN Arun-3 Power Development Company

Pvt. Ltd. However, proof of same shall be submitted by the Firm/agency with the Proposal in Part-I:

**NPR Account Details:**

**Name of Bank: Everest Bank Limited, Nepal**

**Name of beneficiary: "SAPDC- NPR CONSTRUCTION ACCOUNT"**

**Acc. No. 00800105200477**

**Swift Code: EVBLNPKA**

Bidder shall be responsible to ensure the receipt of net amount (excluding bank transfer charges) in the account before last date of submission of bid. Further, the bidder shall submit the copy of receipt in Envelope/Cover (Part -I) of the bid.

**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 by 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.

**10.0 Award Criteria:**

- (i) The bid shall be evaluated on overall basis and the award shall be made based on the lowest rate/Amount quoted by the Bidder/Supplier for whole work/assignment 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.

**11.0 Liquidated Damages (LD):** In case of delayed delivery in supply of items beyond the delivery period as mentioned in Letter of Award/ Supply Order, **LD @ 0.44% per day** subject to maximum of 5% of the contract price

**12.0** In case the supplier fails to supply the material within 45 days to be reckoned from the 15th day from the date of issuance of Supply Order (SO)/Letter of Acceptance (LOA), SAPDC reserves the right to terminate the supply order and EMD/Performance Security shall be forfeited/ encased and the forfeited/deducted amount from EMD shall be as per clause 9. (b).

**13.0** SAPDC reserves the right to accept or reject any or all responses and to request clarifications from one or more Applicant(s) at any stage or to cancel the process entirely without assigning any reason

**14.0 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.

**15.0 Packing:** The supplier, shall use Galvanized Iron Box for packaging the material for complete safety and care during transportation. The supplier shall be responsible for all damage due to improper packing.

**16.0 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 **30 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 @ **0.44% per day** of contract price 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.11.0 & at Sr.No.15.0)

**17.0 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).

**18.0 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.

**19.0 Guarantee/Warrantee:** Guarantee/Warrantee shall be minimum for **24 months** or as per the Policy of Original Equipment Manufacturer (OEM), whichever is higher. In case of any complaint/repair required during Warranty/Guarantee period, the vendor/ supplier will respond within Seven days and ensure rectification/replacement within two weeks' 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/Warrantee period.

If, supplier fails to perform such obligation(s), then the Performance Security Deposit submitted as per clause No.8(ii) may be forfeited/ encased by the SAPDC.

**20.0 Consignee:** - The material/ goods under this Contract shall be dispatched to the location mentioned below:

**Head/SM (Geology),**

Dam Site Office, Arun-3 HEP

Phaksinda, Malaku Gaunpalika

Distt. Sankhuwasabha, Nepal.

(Mobile No. 9852099671, e-mail: [geology.sapdc@sjvn.nic.in.com](mailto:geology.sapdc@sjvn.nic.in.com))

However, CE (Store) shall be the overall consignee for this contract, payment and other codal formalities shall be done through CE(store) for all the material. The address of consignee shall be as under:

**CE (Store),**

SAPDC, Tumligtar

Distt. Sankhuwasabha, Nepal.

(Mobile No.: 9852058138, 9852099567)

Email: [store.sjvnnepal@sjvn.nic.in](mailto:store.sjvnnepal@sjvn.nic.in)

All post award correspondences shall be addressed to **CE/Head (Store), SAPDC, Tumligtar**

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

**22.0 Engineer-in -Charge (EIC)/OIC:** Head/SM (Geology), SAPDC, Arun-3 HEP, Satluj Bhawam, Arun Sadan, Tumlingtar, Nepal. (Mobile No. 9852099671, e-mail: [geology.sapdc@sjvn.nic.in.com](mailto:geology.sapdc@sjvn.nic.in.com), will be the Engineer-in-Charge/OC of this Contract.

**23.0 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.

24.0 Corrigendum/Addendum, if any to NIQ shall be uploaded only on <https://sjvn.nic.in/tender-notice/97> & <https://www.sapdc.com.np/page/tender.html>

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

26.0 For any 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. Parminder Kumar	Chief Engineer (P&C)	Ph:- +977-29-575154/985209996	Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal.

**27.0 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 by air by around thirty-five minutes journey.
- d. Tumlingtar to Phaksinda is connected by a road.

**For & on the behalf of SAPDC,**

**-Sd/-**

(Parminder Kumar)

**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](mailto:pnc.sapdc@sjvn.nic.in)



**Annexure- 'A'**

<b>BILL OF QUANTITIES</b>						
<b>Supply of Probe, Readout, Software with 50m cable &amp; Drum for vertical inclinometer &amp; readout for Piezometer at Arun-3 HEP (900MW).</b>						
<b>Sr. No:</b>	<b>Description of Items</b>	<b>Unit</b>	<b>Qty.</b>	<b>Unit/Rate (INR) exclusive of taxes and duties</b>	<b>Amount (INR) exclusive of taxes and duties</b>	
<b>A.</b>	<b>SUPPLY</b>					
<b>1</b>	<p><b>Probe, Readout, Software with 50 m cable and Drum</b>  <b>Specifications</b>  <i>Sensitivity of the probe shall be 0.01 mm.</i>  <ul style="list-style-type: none"> <li>• <i>Inclinometer probe should be suitable for measurement in inclined hole.</i></li> <li>• <i>Range of measurement should be + 30°.</i></li> <li>• <i>Resolution of measurement should be 10 arc second.</i></li> <li>• <i>Sensor accuracy should be +0.1 % of full scale.</i></li> <li>• <i>Probe should not have any thermal drift. Probe should be water resistant.</i></li> <li>• <i>The system shall be with long term stability and accuracy unaffected by length of cable. Instrument should be supplied with cable reel of 50 meter with drum. Data logger should be provided with Probe for remote access of data through internet.</i></li> </ul> </p>	No.	1			
<b>2</b>	<p><b>Readout/Data Logger for Piezometer (V-W Sensor)</b>  <b>Specifications</b>  <ul style="list-style-type: none"> <li>• <i>Compatible to Vibrating Wire Sensors</i></li> <li>• <i>Digital display</i></li> <li>• <i>Operating temperature: 0 to 55°C</i></li> </ul> </p>	No.	1			
<b>TOTAL:</b>						

**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 excluding VAT as above. Any other charges/taxes mentioned at any other place/document/letter by the bidder/supplier shall also for not be considered evaluation as well as award.
- 2) Taxes shall be paid extra by SAPDC as per actual on production of documentary evidence.
- 3) The freight charges shall be included in above mentioned scope.

**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-178/2024) “Supply of Probe, Readout, Software with 50m cable & drum for Vertical Inclometers and readout (VW) for Piezometers for Arun-3 HEP, Distt. Sankhuwasabha, Nepal.”**

SAPDC requires Probe, Readout, Software with 50m cable & drum for Vertical Inclometers and readout (VW) for Piezometers for monitoring of geo-technical instruments already installed at Arun-3 HEP. The project is located in Sankhuwasabha district of Koshi Pradesh of Nepal and is approximately 65km from SAPDC office at Tumlingtar. The Scope of work includes:

**A. Supply**

Agency is required to Supply the Probe, Readout, Software with 50m cable & drum for Vertical Inclometers and readout (VW) for Piezometers as mentioned in the BOQ with their specifications. Agency is required to supply these items in SAPDC Dam office at Phakshinda, Makalu Gaon Palika, Distt. Sankhuwasabha, Nepal.

**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 of Probe, readout, software with 50m cable & drum for Vertical Inclinometers and readout (VW) for Piezometers for Arun-3 HEP, Distt. Sankhuwasabha, Nepal. Sankhuwasabha, Nepal. **(PPR-178/2024)**" 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 NIT/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**

.....

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

Email Address:.....

Telephone/Contact No.....

**Annexure-E**

**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***

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

.....

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

**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 " Supply of Probe,  
Readout, Software with 50m cable & drum for Vertical Inclinometers and readout  
(VW) for Piezometers for Arun-3 HEP, Distt. Sankhuwasabha, Nepal.  
Sankhuwasabha, Nepal."

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

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

The term of this Performance Security shall commence on the date of its issuance  
and shall expire on the date 60 sixty days beyond the completion  
/Guarantee/Warrantee 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:.....]**



