

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-3 HEP/PPR-195/2025-52

Date: 13.01.2025

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, transportation and installation of 55” Smart TV at Shree Triveni School Chichila-3, Basi (Kerabari), Distt. Sankhuwasabha. (PPR-195/2025)**” as per the details provided here-in-below: -

Sr. No.	Description	Remarks
1.	Bill of Quantities (BOQ)	Refer Annexure 'A'
2.	Technical Specifications	Refer Annexure 'B'
3.	Scope of work	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:

- The firm/bidder should be manufacturer/authorized distributor/authorized supplier/authorized reseller for item(s) of BOQ for which Bidder is submitting the bid. In addition to above, the suppliers who deals in electrical equipments, electronic equipments etc. can also participate in bidding subject to furnishing of a certificate from authorized supplier/reseller/ manufacturer for this particular work/assignment/contract.
- The technical specification of the offered Make/Brand/model of item (s) shall be equivalent or higher than the specifications mentioned under Technical Specifications (Annexure-B). Further offered make/Brand shall be as per BOQ (Annexure-A).

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, transportation and installation of 55” Smart TV at Shree Triveni School Chichila-3, Basi (Kerabari), Distt. Sankhuwasabha. (PPR-195/2025)**” and submitted at the address of the undersigned and must reach this office through courier or by post or by hand on or before **03.02.2025 by 1530 Hrs.** and same shall be opened on **03.02.2025 at 16:00 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/Registration certificate.
- iii. Authorization certificate supporting with requisite Documents for meeting out criteria laid down at Sr. No. 1.a. above.
- iv. Bidder shall submit the Undertaking for Compliance of minimum Technical Specification of the item(s) for which rates have been quoted, for meeting out criteria laid down at Sr. No. 1.b. above by the duly filled with YES/NO/Mentioning the corresponding specifications in the Undertaking for Compliance of minimum Technical Specifications at Annexure-B. Further, Deviation, if any considered by the bidder as per Annexure-B, then the same shall be examined by the Indenting Department of SAPDC in line with technical specification whether the same is acceptable or not. In case of non-acceptance by the Indenting Department of SAPDC the bid may be rejected. Further, Annexure-B shall be made the part of Supply order/LOA. **Further, bidder shall also mention the name of offered make/brand in the table-1 under Annexure-B**
- 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.
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. No material and T&P will be issued by SAPDC.
5. **Completion period:** Completion period shall be 30 days to be reckoned from date of issuance from Supply Order/Letter of Acceptance (LOA) including Supply & installation 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: -**
 - i. The Bidder/Suppliers shall offer rates & prices “on Firm Price Basis”.
 - ii. The quoted rates for item(s) shall be including all taxes & duties Including VAT & Supply, transportation and installation etc. charges complete in all respect as per scope of work. SAPDC shall not bear anything extra on this account.

- iii. 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.
- iv. 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.
- v. 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.
- vi. 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. **Payment:** The payments will be made in the following manner:

- i. 80% (Eighty) 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/Engineer-in-Charge (OIC/EIC).
- ii. 15% (Fifteen) payment of Contract Price shall paid after the successfully installation items in all respects and submission of satisfactory performance certificates by EIC/OIC.
- iii. Five percent (5%) amount of the contract price may be retained by SAPDC against performance security (In the event of non-submission of Performance security by the successful bidder), which shall be released after submission of Performance security in terms of NIQ Clause 12. or released within 28 days after completion of guarantee / warranty/defect liability period reckoned from the supply of item(s)/material/goods upon recommendation and submission of satisfactory performance certificates by OIC(as the case may be). No interest shall be paid on the retained amount.

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

- a. Earnest Money Deposit (EMD) amounting to **NPR 2,000/-** 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 Khandbari.

Or,

Alternatively, Payment against EMD may also be made directly in the account of SAPDC as below. However, proof of same shall be submitted by the Firm/agency with the Proposal in Part-I (Envelope-I):

NPR Account Details:

Everest Bank Limited
Name: SAPDC-NPR CONSTRUCTION ACCOUNT.
Acc. No. 00800105200477
Swift Code: EVBLNPKA

Bidders are advised and shall be responsible to ensure the receipt of net amount (excluding bank transfer charges) in above account in case of Indian bidder before last date of submission of bids.

However, if Bidder/Firm opt for submission of Earnest Money Deposited (EMD)/Bid Security directly in the bank account of SAPDC, then the documentary evidence/ proof of same (swift statement/ transfer statement/ account statement) has to be submitted along with technical bid in Part-I.

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).
or
 - v. In the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Performance Security Deposit.
- 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 Firm(s)/Agency(ies) shall be released within 30 days without any interest after declaration of non-responsive. Further, EMD of responsive bidders (other than L1 bidder) shall be released within 30 days without any interest after the issuance of Letter of Acceptance of successful Firm(s)/Agency(ies).
- e. The EMD of the successful bidder shall be released within 28 days after submission of performance security, required to be submitted in terms of NIQ Clause 12 or after retention of amount as per NIQ Clause 8(iii)(as the case may be).
- f. No interest shall be payable by SAPDC on EMD

10. **Award Criteria:**

- (i) The bid shall be evaluated on Item wise basis and the award shall be made based on the lowest evaluated rate/Amount quoted by the Bidder/Supplier for particular item(s) 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 not quoted for those item(s) and is not willing to supply those item(s). In that case those item(s) may be awarded to other bidder(s) on their lowest evaluated rate(s).

11. **Liquidated Damages (LD):** In case of delayed delivery, LD @ 1.33% of contract price per day of delay in completion shall be levied subject to maximum of 10% 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 38 days from the date of issue of supply order, SAPDC reserves the right to terminate the supply order and EMD shall be forfeited.

12. **Performance Security Deposit:**

- 12.1 Within 28 (twenty eight) days from the date of issue of the Supply Order/Letter of Acceptance (LOA), the successful bidder(s) shall deliver to the Employer a Performance Security equal to **5% (Five percent)** of the Contract Price valid till 60 days beyond Contract period and till successful completion of Guarantee/Warranty period in terms of NIQ Clause 18.

- 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 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 (Ref Annexure-I) from a Class A bank situated in Nepal acceptable to SJVN Arun-3 Power Development Company Private Limited.

- 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 may also be debarred from participating in bids invited by the Project for one year.

- 12.4 The performance guarantee will be returned by the EIC (Engineer-in-Charge)/Officer-In-Charge (OIC) to the contractor/Supplier within 28 days after completion of contract without any interest, after issuance of successful Completion Certificate, on completion of Guarantee/Warranty period.

- 12.5 In case of delay in submission of performance security beyond 28 days as provided in clause 12.1 above, interest @ SBI, India one-year MCLR +200 Basis points applicable on the date of bid submission shall be charged on per day basis up to the date of delay in submission. However, delayed acceptance beyond 56 days shall be at the sole discretion of SAPDC and Letter of Acceptance/ award (LOA) shall be subject to cancellation and forfeiture of EMD along with other suitable action as per NIQ.

- 12.6 In case, the last day of submission of Performance Security happens to be a bank holiday, the last day of submission shall be the next working day.
- 12.7 The notification of Award (NOA)/Letter of Acceptance (LOA) will constitute the formation of the Contract and further subject only to the furnishing of a performance security.
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 15 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 @ 1.33% of contract price per day of delay shall be levied.
- The levied LD shall be subject to maximum of 10% 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 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 Guarantee/ Warranty period, the vendor/ supplier will respond within Seven days and ensure rectification 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/Warranty period.

If, supplier fails to perform such obligation(s), then the retained amount as per clause No.8(iii)/Performance security, may be forfeited by the SAPDC.

19. **Consignee:** The material/ goods under this Contract shall be dispatched to Consignee as mentioned in BOQ/ scope of work. However, Head (Store) shall be the consignee for this contract and payment and other codal formalites shall be done through Head (Store) for all the material. The address of consignee shall be as following below:

CE/Head (Store),
 Satluj Bhawan, Arun Sadan,
 SAPDC, Tumlingtar,
 Distt. Sankhuwasabha, Nepal.
 (Mobile No.: 9852099567)
 Email: store.sapdc@sjvn.nic.in

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-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.

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

Name	Designation	Contact No.	Address
Er. Parminder Kumar	Chief Engineer (P&C)	Tel no: +977-029-57515 E-mail Address: pnc.sapdc@sjvn.nic.in	Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal.
Er. Neeraj Kumar	Manager (Civil)		

24. **General Information:**

Access to Project Sites:

To reach the site of Arun-3 HEP 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. Biratnagar to Hile:- Hile is located at a distance of 108 Km from Biratnagar and the existing road up to Hile is black topped road in good condition.
- b. Hile-Pakhribas-Tumlingtar:- This route is about 55 Km and the road fully is black topped .
- 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)

SAPDC, Tumlingtar,

Distt. Sankhuwasabha, Nepal

Ph. +977-29-575154,

E-mail Address: pnc.sapdc@sjvn.nic.in

BILL OF QUANTITIES(BOQ)

Name of Work/Assignment: (PPR-195/2025) **“Supply, transportation and installation of 55” Smart TV at Shree Triveni School Chichila-3, Basi (Kerabari), Distt. Sankhuwasabha. (PPR-195/2025)”**

Sr No.	Description	Unit	Qty.	Acceptable Makes/ Brands	Offered Make/ Brand/ Model to be filled by the bidder	Rate (NPR) Including of VAT & Supply, transportation & Installation etc. charges		Amount (NPR) Including of VAT & Supply, transportation & Installation etc. charges (In Figure)	
						In figures	In words		
1.	55” Smart TV (As per Technical Specification at Annexure-B)	Nos.	1	LG/Sony/ ROWA/CG/ Samsung					
Total Amount (in NPR) Including of VAT & Supply, Transportation & Installation etc. charges complete in all respect as per scope of work.									
Discount (if any)								In Figure	In Words
Net Total Amount (in NPR) (After Discount) Including of VAT & Supply, Transportation & Installation etc. charges complete in all respect as per scope of work.									

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)

TECHNICAL SPECIFICATION (PPR-195/2025)

The Smart LED TV 55”, along with its components such as Remote Control, User manual, Power cable and TV wall mount accessories shall be supplied as per specifications outlined herein.

- I. Brand : Samsung/ Sony/ CG/ LG / ROWA
- II. Operating System : Android
- III. Resolution : 4K Ultra HD (3840 * 2160)
- IV. Connectivity Technology : Wi-Fi, Ethernet, HDMI, USB, AV Support
- V. Sound : 20W Output-2 CH, High Quality, powerful Speakers
- VI. Warranty : Minimum of 2 years

Undertaking for Compliance of minimum Technical Specification of the item(s)(PPR-195/2025)

Table-1

To be filled by the bidder as mentioned below;

Sr.No.	Items	Accepted Make/brand	Quoted/offered Make/brand to be mentioned by the bidder
1	Smart LED TV 55”	Samsung/Sony/CG/ LG/ROWA	

**Undertaking for Compliance of minimum Technical Specification of the item(s)
(PPR-195/2025)**

Parameters	Item Description along with Technical Description/Required Specification	Compliance filled by the Bidder as either Yes/No/Mentioning the Corresponding specification
1. Smart LED TV 55”		
Type	LED TV	
Size	55”	
Operating System	Android	
Resolution	4K Ultra HD (3840 * 2160)	
Connectivity Technology	Wi-Fi, Ethernet, HDMI, USB, AV Support	
Sound	20W Output-2 CH, High Quality, powerful Speakers	
Warranty	Minimum of 2 years	

For & on behalf of the bidder /Supplier

.....

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

Note:- Deviation, if any considered by the bidder as per Annexure-B, then the same shall be examined by the Indenting Department in line with Technical specification whether the same is acceptable or not. In case of non-acceptance by the Indenting Department the bid may be rejected. Further, Annexure-B shall be made the part of Supply order/LOA.

SCOPE OF WORK (PPR-195/2025)

NAME OF WORK: “Providing, Supplying, transportation and installation of 55” Smart TV at Shree Triveni School Chichila-3, Basi (Kerabari), Distt. Sankhuwasabha (PPR-195 /2025)”.

1.0 SCOPE OF WORK:

The Scope of work is providing, supplying, transportation and installation of 55” Smart TV at Shree Triveni School situated at Basi (Kerabari), Chichila Rural Municipality -03, Distt. Sankhuwasabha, Nepal as specified in BOQ.

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, transportation and installation of 55" Smart TV at Shree Triveni School Chichila-3, Basi (Kerabari), Distt. Sankhuwasabha. (PPR-195/2025)"** 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-195/2025)

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)

**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT
(Refer clause 12 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 (Insert LOA No. & Date) with you for the work of
**“Supply, transportation and installation of 55” Smart TV at Shree Triveni School Chichila-
3, Basi (Kerabari), Distt. Sankhuwasabha. (PPR-195/2025)”**.

In accordance with the terms of the AGREEMENT/Letter of acceptance(LOA), 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/Letter of acceptance(LOA), 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 days beyond** the Guarantee/Warranty 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 honored 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: