

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-158/2023-434

Date: 20.06.2023

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, Transport, Installation & Commissioning video Conferencing System at Power House Site Pukhuwa and Dam Site Phaksinda.” (PPR-158/2023)** 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 and Terms & Conditions	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 equipment's, It Equipment's etc. can also participate in bidding subject to furnishing of a certificate from authorized supplier/reseller/ manufacturer for this particular work/assignment/contract. Further, authorization i.r.o item(s) for which Reputed Make/Brand has been allowed may not be required.
- 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, Transport, Installation & Commissioning video Conferencing System at Power House Site Pukhuwa and Dam Site Phaksinda.” (PPR-158/2023)** and submitted at the address of the undersigned and must reach this office through courier or by post or by hand on or before **12.07.2023 by 1500 Hrs.** and same shall be opened on **13.07.2023 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. 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 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.
 - 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.
5. **Completion period:** Total time for completion of work has been kept 45 days from date of issuance of Supply Order which is inclusive of Supply, Transportation, installation, and commissioning.
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:

- (i) Ninety five percent (95%) amount of the contract price against Sr. No. 1 & 2 of BoQ shall be paid after receipt of material at site in full and good condition as per Scope of work, Technical Specifications.
- (ii) Ninety five percent (95%) amount of the contract price against Sr. No. 3 of BoQ shall be paid after 01 (one) month after Installation and Commissioning and proper functioning of the system and after issuance of completion certificate by the Engineer-in-Charge.
- (iii) Balance, five percent (5%) amount of the contract price against Sr. No. 1 to 3 of BoQ shall be retained by SAPDC which shall be released after completion of guarantee/warranty period reckoned from the supply of item(s)/material/goods upon recommendation and submission of satisfactory performance certificates by EIC. No interest shall be paid on the retained amount. If the Contractor expressly requests in writing, he will be permitted to convert the amount of Retention Money deducted from his interim bills into Bank Guarantee to be submitted by the contractor to OIC, in the prescribed form acceptable to SAPDC.

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

- a. EMD amounting to **NPR 18,500/-** 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.
- b. Bank Guarantee (in favor of **SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC)**) payable at Khandbari.

Bank Guarantee for EMD in original shall be submitted along with the proposal. Bank Guarantee may be in the format provided in tender document/NIQ at **Annexure-I**. EMD shall remain valid for a period of the proposal (i.e. **120 days from the last date of submission of 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.

- c. 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).

d. Bidder may modify or amends its bid or withdraw its bid after submission and before the prescribed deadline for bid submission.

e. The EMD of unsuccessful bidders shall be released within 28 days without any interest after the issuance of Letter of Acceptance of successful bidder.

f. 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.

g. 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 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 @ 0.44 % 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 57 days from the date of issue of supply order, SAPDC reserves the right to terminate the supply order and EMD shall be forfeited/encashed.

12. **Performance Security Deposit:**

12.1 Within 30 (thirty) 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 45 days beyond Guarantee/Warrantee 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 Guarantee/Warrantee 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 23 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% 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 12 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 will respond within two days and ensure rectification within one week's time from the date of lodging of complaint. The

bidder shall either rectify or replace the defective material/goods free of cost to SAPDC.

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

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

Chief Engineer/Head (Store),

Satluj Bhawan, Arun Sadan,

SAPDC, Tumlingtar,

Distt. Sankhuwasabha, Nepal.

(Mobile No.: 9852058138, 9852099567)

Email: **store.sapdc@gmail.com**

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 <https://sjvn.nic.in/tender-notice/98> & <https://sapdc.com.np/page/tender.html>.
26. SAPDC reserves the right to reject any or all the tenders without assigning any reason thereof.
27. For any relevant enquiry/clarification for submission of bid and any other information, the Bidders may contact to: -

Name	Designation	Contact No.	Address
Er. Rakesh Singh	Chief Engineer (P&C)	Tel no: +977-029-575154	Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal.

28. **General Information:**

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

Chief Engineer (P&C)

Satluj Bhawan, Arun Sadan,

SAPDC, Tumlingtar,

Distt. Sankhuwasabha, Nepal

Ph. +977-29-575154,

E-mail Address: pnc.sapdc@gmail.com

BILL OF QUANTITIES

Name of Work/Assignment: (PPR-158/2023) "Supply, Transport, Installation & Commissioning video Conferencing System at Power House Site Pukhuwa and Dam Site Phaksinda."

Sr. No	Description of items	Acceptable Makes/ Brands	Unit	Qty	Offered Make/ Brand/ Model (If applicable) to be filled by the bidder	Unit Rate (NPR) (Including VAT)		Amount (NPR) (Including VAT)
						In Figures	In Words	
1.	Video Conferencing System.	Logitech/Poly/Bosch	2	Set				
2.	External Group Expansion Mics	Logitech/Poly/Bosch	2	pair				
3.	Installation Charges. (Installation & Commissioning of VC System complete in all respect at PH Site (Phukuwa) and Dam Site Phaksinda)	-	2	Lot	-			
Total Amount (NPR) (Including VAT)								
Discount offered, if any (%)								
Net Amount after offered discount (NPR)								

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 for not be considered evaluation as well as award.

- 2) Offered Make/Model/Brand(If applicable) should be filled by the bidder for which quoting the rates.

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)**

Annexure-‘B’

**Undertaking for Compliance of minimum Technical Specification of the item(s)
(PPR-158/2023)**

Sr. No	Item Description along with Technical Specifications /Required Specification	Compliance filled by the Bidder as either YES / NO /Mentioning the corresponding specification and Quoted/offered Make/brand to be mentioned by the bidder.												
1	<p>Make/Model: Logitech/ Poly/Bosch</p> <table border="1" data-bbox="137 891 1230 2051"><thead><tr><th data-bbox="137 891 395 927">Parameters</th><th data-bbox="395 891 1230 927">Required Specification</th></tr></thead><tbody><tr><td data-bbox="137 927 395 972">Make/Model</td><td data-bbox="395 927 1230 972">Logitech/ Poly/Bosch</td></tr><tr><td data-bbox="137 972 395 1205">Compatible with</td><td data-bbox="395 972 1230 1205">Windows 7, windows 8, Windows 10, MAC OS x 10.7 or higher Operating System for Microsoft Team, Webex meet, Google Meet, Skype, BlueJeans, Go to Meeting, Zoom and other similar conference call application.</td></tr><tr><td data-bbox="137 1205 395 1491">Camera</td><td data-bbox="395 1205 1230 1491">Full HD 1080p video quality at 30 frames per second 10x lossless HD Zoom PTZ Minimum 5 camera present Minimum 90° field of view coverage Autofocus</td></tr><tr><td data-bbox="137 1491 395 1939">Speakerphone</td><td data-bbox="395 1491 1230 1939">Full Duplex performance Acoustic echo cancellation Noise reduction technology Bluetooth and NFC wireless technology if available LCD for caller ID, call duration and other functional response Touch control for call answer/end, volume and mute, Bluetooth wireless enabled-plus camera PTZ, home preset and far end control.</td></tr><tr><td data-bbox="137 1939 395 2051">Microphones</td><td data-bbox="395 1939 1230 2051">Four omni directional microphones supporting minimum 6m diameter range.</td></tr></tbody></table>	Parameters	Required Specification	Make/Model	Logitech/ Poly/Bosch	Compatible with	Windows 7, windows 8, Windows 10, MAC OS x 10.7 or higher Operating System for Microsoft Team, Webex meet, Google Meet, Skype, BlueJeans, Go to Meeting, Zoom and other similar conference call application.	Camera	Full HD 1080p video quality at 30 frames per second 10x lossless HD Zoom PTZ Minimum 5 camera present Minimum 90° field of view coverage Autofocus	Speakerphone	Full Duplex performance Acoustic echo cancellation Noise reduction technology Bluetooth and NFC wireless technology if available LCD for caller ID, call duration and other functional response Touch control for call answer/end, volume and mute, Bluetooth wireless enabled-plus camera PTZ, home preset and far end control.	Microphones	Four omni directional microphones supporting minimum 6m diameter range.	
Parameters	Required Specification													
Make/Model	Logitech/ Poly/Bosch													
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Microphones	Four omni directional microphones supporting minimum 6m diameter range.													

	Multiple support	
Hub/Cable	Central mountable hub for connection of all components	
	USB cable of minimum length 5m for connection to PC	
	Cable between hub and camera/speakerphone of minimum length 5m	
Remote control	Camera, Speakerphone and call control	
	Camera preset	
	Docks on speakerphone	
Scenarios	Medium to large size Conference Room	
Seating Capacity	Minimum 15 participants	
Hardware Warranty	Minimum 1 Year or as per OEM standard, whichever is higher.	
Letter of Authorization for Authorized Distributor / Supplier	Required	

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-158/2023)

NAME OF WORK: “Supply, Transport. Installation & Commissioning video Conferencing System at Power House Site Pukhuwa and Dam Site Phaksinda.” (PPR-158/2023)

1. SCOPE OF WORK:

Scope of work shall include supply, transportation, installation and commissioning of Video Conferencing System as per Technical Specification (Section- 3.0) at SAPDC Powerhouse Site, Pukhuwa, Kerabari, Sankhuwasabha to the full satisfaction of EIC.

Video Conferencing System shall comprise of following minimum services/equipment: Central Hub, Full HD Camera, Speakerphone, Microphone and extra set of expansion Microphone, Cable Bundles for all connections, Power Adapter, Hardware/Software Service Support for minimum 1 Year.

The scope of work shall also include provision of all such services/equipment, without any extra cost, which are not specifically mentioned above, but are required to complete the system as well as for the successful, efficient, safe and reliable operation of the equipment under contract.

2. TERMS & CONDITIONS:

- a. Bidder must be Manufacturer / Authorized Supplier / Authorized Distributor for the Offered Make of Video Conferencing Solution. In case of Authorized Supplier / Authorized Distributor, authorization certificate is to be furnished.
- b. The offered Make and Model of Video Conferencing Solution shall be strictly compatible with windows 7, windows 8, Windows 10, MAC OS x 10.07 or higher operating system.
- c. **Engineer-in-Charge:** CE(IT), SAPDC Office Complex, Tumlingtar Nepal, shall be Engineer-in-Charge of this assignment and his decision in all matters will be binding on the bidder.

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, Transport. Installation &
Commissioning video Conferencing System at Power House Site
Pukhuwa and Dam Site Phaksinda.”(PPR-158/2023)**” 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)

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.

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)

FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(Refer clause 9 of NIQ)

WHEREAS _____ (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated _____ (date) for **"Supply, Transport, Installation & Commissioning video Conferencing System at Power House Site Pukhuwa and Dam Site Phaksinda."(PPR-158/2023)"**

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 7.0 of this document.
 - b. adopts corrupt or fraudulent practices

We undertake to pay to the SJVN Arun-3 Power Development Company Private Limited, (NPR.....) (In words.....)

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)

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, Transport. Installation & Commissioning video Conferencing System at Power House Site Pukhuwa and Dam Site Phaksinda."**(PPR-158/2023)" 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 *completion period/ 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 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:.....]