

(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-203/2025- 585

Date: 18.06.2025

## **NOTICE INVITING QUOTATIONS (NIQ)**

Sealed quotation is herewith invited by SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC/Employer) from the eligible Bidders of Nepal for "Annual Maintenance Contract (AMC) of Fire Extinguishers in Offices and residential buildings of SAPDC at Tumlingtar, Dovan, Phaksinda, Pukhuwa & Janakpur in Nepal for one year and Refilling, Hydro Pressure Testing & other maintenance works of Installed Fire Extinguishers on need basis. (PPR-203/2025)" as per the details provided here-in-below: -

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

# Terms & Conditions (T&C):

# 1. Minimum Qualifying Requirements:

To qualify for award of the Contract each bidder should have;

# a. Financial Criteria:

Average Annual turnover during the last three financial years, ending 15th July, 2024 should be at least i.e., NPR 2,87,172/- (Nepalese Rupees Two lakh eighty seven thousand one hundred and seventy two only).

In support of financial criteria, Audit Reports and/or tax clearance certificate obtained from the Inland Revenue Department or documents showing submission of tax returns for the past three financial years shall be furnished by the Bidder.

# b. Technical Criteria:

To qualify for award of the Contract, bidder should have experience of executing atleast one Similar Work during last ten (10) years (the end date of completion of work should fall on or before the preceding 10 years) ending last day of month previous to the one in which bids are invited.

Similar Work here means "Supply of Fire Extinguishers and/or Maintenance of Fire Extinguishers".

In support of technical criteria, the bidder shall submit completion certificate indicating date of completion from agency/firm for which work/supply was executed. Further, work order/Supply Order/Contract Agreement indicating the scope of work/supply should be submitted alongwith the bid to substantiate the experience.

# 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 "Annual Maintenance Contract (AMC) of Fire Extinguishers in Offices and residential buildings of SAPDC at Tumlingtar, Dovan, Phaksinda, Pukhuwa & Janakpur in Nepal for one year and Refilling, Hydro Pressure Testing & other maintenance works of Installed Fire Extinguishers on need basis (PPR-203/2025)" and submitted at the address of the undersigned and must reach this office through courier or by post or by hand on or before 10.07.2025 by 1530 Hrs. and same shall be opened on 10.07.2025 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.12 of NIQ).
- ii. The bidder shall submit PAN/VAT/Company Registration certificate.
- iii. Duly filled in & signed 'Form of declaration' as per Annexure-C.
- iv. Bank Account Details as per Annexure-D.
- v. Documents in support of **Minimum Qualifying requirements** (as per Sr. No. 1 of NIQ)
- vi. Article of Association (AOA) & Memorandum of Association (MOA) (If Applicable).
- vii. Power of Attorney in favour of Authorized Signatory (If applicable)

# PART-II (Envelope-2):-

**Price bid:**- Comprising of Price Bid as per **Annexure-A** i.e., duly filled, signed and stamped in Bill of Quantities (BOQ).

# 3. Opening of Bids: -

The bid shall be opened in the following sequence:-

- i. First, the Part-I (Envelope-1) shall be opened.
- ii. Part–II (Price Bid) of only substantially responsive bidder(s) may be opened on same day, if no clarification is required from the bidder. In case, clarification is sought from the bidders, separate intimation shall be given through notification on the websites for opening of Price Bid(s) of substantially responsive bidder(s).

# 4. Determination of Responsiveness & Techno-Commercial Evaluation

- **4.1** Prior to the detailed evaluation of bids, the SAPDC will determine whether each bid:
  - i) meets the eligibility and qualification requirements set out under Clause 1 of Terms & Conditions (T&C) i.e. Minimum Qualifying Requirements hereof;
  - ii) has been properly signed.
  - iii) is accompanied by the required securities, and
  - iv) is substantially responsive to the requirements of the bid document.
- **4.2** A substantially responsive bid is one, which conforms to all the terms, conditions and specifications of the Bidding Documents/NIQ without material deviation or reservation. A material deviation or reservation is one:
  - i) which affects in any substantial way the scope, quality or performance of the Works;
  - ii) which limits in any substantial way, inconsistent with the Bidding documents/NIQ, the SAPDC rights or the bidder's obligations under the Contract; or
  - iii) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- **4.3** If a bid is not substantially responsive, it will be rejected by the SAPDC and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- 5. <u>Contract Period</u>: Contract period shall be one (01) year to be reckoned from date of issuance from Letter of Acceptance (LOA) complete in all respect as per scope of work which can be further extended for another one year on same rates, terms & conditions on mutual understanding, if the services provided/work done by the agency/contractor will be found satisfactory.
- 6. <u>Bid Validity:</u> The bid (s) shall be valid for 90 days from the opening of bid(s).

## 7. Prices:

- a. The Bidder shall offer rates & prices "on Firm Price Basis".
- b. The quoted rates for item(s) shall including transportation, lodging, boarding etc. charges & **Including VAT** complete in all respect as per scope of work.
- c. SAPDC will deduct TDS (Tax deductions at Source) as applicable.
- d. 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.
- e. Rates and Offered discount (if any) should be filled in both figures and words. In case of ambiguities 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.
- f. 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 including transportation, lodging, boarding etc. charges & **Including VAT**. Any other charges/taxes/VAT mentioned at any other place/document/letter by the bidder shall not be considered for evaluation as well as award.

- g. The percentage (%) offered discount should be filled in both figures and words. However, if bidder will not Offered any discount on their quoted rate i.r.o. any/all item(s) of Bill of Quantities (BOQ) at Annexure-A then the bidder must mention as Nil.
- **8.** SAPDC reserves the right to adjust arithmetical or other errors (if any) noticed in the quotation as follows:
  - i. Where there is a discrepancy between unit rate in figures and in words, the unit rate in words will govern; and
  - ii. Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted in words will govern.

In case error due to wrong extension of quantities, the quantities as specified in the NIT/NIQ will be considered and multiplied by the unit rates quoted in words to obtain the amount.

The amount stated in the Bid will be adjusted by the SAPDC in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, his bid will be rejected.

- **9.** The contract price will remain unchanged during the period of contract and no escalation is payable at any circumstances.
- **10.** The quantities of BOQ may vary positive or negative as per actual requirement at site. However, rates will be firm during the period of contract and shall hold good for both positive & negative deviation.

# 11. Payments shall be made in the following manner:

100% payment i.r.o item at sr.no.1 of BOQ shall be made on submission of bill and after the completion of visit by the firm/contractor subject to verification by concerned EIC. Further, payment against item No. 2 to 20 of BOQ shall be made as per actual on submission of bill & upon acceptance by EIC.

## 12. Earnest Money Deposit (EMD):

- **12.1** Earnest Money Deposit (EMD) amounting to **NPR 19,000/-** shall be submitted with the proposal in either of the form:
  - a. 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**.

b. Bank Guarantee (in original) in favor of SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC) acceptable to SAPDC for an amount as mentioned herein-above.

Earnest Money Deposit shall remain valid for **135 days** from the last date of submission of bids as stated in the invitation to bid. Bank Guarantee may be in the format provided in tender document **(Annexure-II)** 

Or,

c. 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 bidder 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.

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) must 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.

- **12.1** EMD of the bidder shall be forfeited :
  - i. If bidder withdraws or amends its bid or impairs or derogates from the bid in any respect in the interval between the bid submission deadline and the expiration of the bid validity period.

or

ii. Adopts corrupt or fraudulent practices

or

iii. Does not accept the correction of the Bid Price pursuant to clause 8.

or

iv. in the event of non-compliance of Letter of Acceptance (LOA).

or

- v. fails or refuses to furnish the Performance Security, in accordance with the NIQ/LOA.
- **12.2** Bidder may modify or amends its bid or withdraw its bid after submission and before the prescribed deadline for bid submission.

- 12.3 The EMD of unsuccessful bidders 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 bidder.
- **12.4** 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 16.
- **13** No interest shall be payable by SAPDC on EMD.
- 14 The Bank Guarantee against Earnest Money shall remain valid for 45 days beyond the period of validity of bid i.e. total 135 days from the last date of submission of bids.

## 15 Award Criteria:

- i. Subject to clause 4 hereof, SAPDC will award the contract to the bidder whose bid has been determined to be substantially responsive to Bid document/NIQ and who has offered overall lowest evaluated bid price pursuant to clause 8 for whole work as per **Annexure-A** provided evaluated bid price is within reasonable variation of estimated amount of work.
- 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 quoted 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.

# 16 Performance Security:-

- 16.1 Within 28 (twenty-eight) days from the date of issue of the Letter of Acceptance (LoA), the successful bidder 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 (if applicable).
- 16.2 The Performance Security Deposit shall be in the form of a Bank draft (in original)/ Manager's Cheque (in original) in favor of "SAPDC-NPR Construction Account" payable at Khandbari/ FDR (in original, duly pledged in favor of SJVN Arun-3 Power Development Company Private Limited (SAPDC). Bank draft/ Manager Cheque/ FDR issued by 'A' class Nepalese bank shall only be acceptable.

## Or,

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-III**) from a commercial 'Class A' bank of Nepal acceptable to SJVN Arun-3 Power Development Company Private Limited (SAPDC).

- **16.3** Failure of the successful Bidder to comply with the requirements of Clause 16.1 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.
- **16.4** The performance guarantee will be returned by the EIC (Engineer-in-Charge) to the contractor within 28 days after completion of contract without any interest, after issuance of successful Completion Certificate, on completion of Guarantee/Warranty period (if applicable).
- 16.5 In case of delay in submission of performance security beyond 28 days as provided in clause 16.1 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.
- **16.6** 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.
- **16.7** 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.
- **17 Liquidated Damages (LD)/Penalty:** In case of delayed services i.e. beyond 30 days from date of intimation by EIC, LD @ 0.5% per day shall be levied subjected to maximum 5% of the contract price. Further, SAPDC reserves the right to terminate the contract after levy of maximum LD without serving any prior notice to firm/agency.
- 18 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 Engineer-in-Charge (EIC), 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.

**19** <u>**Resolution of Dispute:**</u> In case of any dispute or difference that arises out of the subject cited AMC, 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.

- 20 <u>Engineer-in-Charge (EIC)</u>: DGM/HoD(Safety), SAPDC, Arun-3 HEP, Satluj Bhawan, Arun Sadan, Tumlingtar, Nepal Mobile No.: +977-9767814205) who shall be Engineer-in-Charge of this assignment.
- 21 Corrigendum/Addendum, if any to NIQ shall be uploaded only on <u>https://sjvn.nic.in/tender-notice/97</u> & <u>https://sapdc.com.np/page/tender.html</u>
- 22 The contractor shall not disclose any proprietary or confidential information relating to the project, the services, this contract, or the owner's business or operations or any other documents/ records without prior written consent of the owner.

For enquiry/clarification for submission of bid and any other information, the Bidder may contact to:

Name	Designation	Contact No.	Address
S.K Bhargava	Chief Engineer (P&C)	Landline.:- +977-	Satluj Bhawan,
Ankush Sharma	Sr. Manager (P&C)	029-575154	Arun Sadan, SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal.

# For & on the behalf of SAPDC Sd/-

Chief Engineer (P&C)

Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal Ph. +977-29-575154, E-mail Address: <u>pnc.sapdc@sjvn.nic.in</u>

	Bill of Quantity (BOQ)							
SAPI	· · · · · · · · · · · · · · · · · · ·	nda, Puk	ntenano huwa 8	ce Contract (AMC) o	of Fire Extinguishers in Offices and resi for one year and Refilling, Hydro Press	5		
				transportation, L	ive of VAT & all other taxes & duties, odging, boarding expenses etc. in all respect as per scope of work.	Amount (NPR) Inclusive of VAT & all other taxes & duties,		
Sr. No	Description of items	ms Unit Qty	In Figures	In Words	transportation, Traveling, Lodging & boarding expenses etc. charges complete in all respect as per scope of work			
1.	Visit for maintenance of fire extinguishers and fire buckets (at SAPDC Office, Tumlingtar & Project sites at Dovan, Phaksinda, Pukhuwa & Janakpur in Nepal each site in each visit) (Quarterly i.e. 4 visit in a year).	Per Visit	4					

2.	Refiling of CO <sub>2</sub> fire extinguishers 2 Kg (As per location mentioned at Annexure-I & scope of work as per Annexure-B)	No.	63	
3.	Refiling of CO <sub>2</sub> fire extinguishers 4 Kg (As per location mentioned at Annexure-I & scope of work as per Annexure-B)	No.	4	
4.	Refiling of CO <sub>2</sub> fire extinguishers 9 Kg (As per location mentioned at Annexure-I & scope of work as per Annexure-B)	No.	4	
5.	Refiling of ABC type fire extinguishers 4 Kg (As per location mentioned at Annexure-I & scope of work as per Annexure-B)	No.	150	
6.	Refiling of ABC type fire extinguishers 6 Kg (As per location mentioned at Annexure-I & scope of work as per Annexure-B)	No.	12	
7.	Refiling of ABC type fire extinguishers 9 Kg (As per location mentioned at Annexure-I & scope of work as per Annexure-B)	No.	4	

8.	Refiling of Foam Type 9 ltr Capacity (As per location mentioned at Annexure-I & scope of work as per Annexure-B)	Each	13	
9.	Hydrostatic Pressure Testing of Co2 fire extinguishers 2 kg (As per location mentioned at Annexure-I & scope of work as per Annexure-B)	No.	63	
10.	Hydrostatic Pressure Testing of Co2 fire extinguishers 4 kg (As per location mentioned at Annexure-I & scope of work as per Annexure-B)	No.	4	
11.	Hydrostatic Pressure Testing of Co2 fire extinguishers 9 kg (As per location mentioned at Annexure-I & scope of work as per Annexure-B)	No.	4	
12.	Hydrostatic Pressure Testing of ABC Type fire extinguishers 4 kg (As per location mentioned at Annexure-I & scope of work as per Annexure-B)	No.	150	

13.	Hydrostatic Pressure Testing of ABC Type fire extinguishers 6 kg (As per location mentioned at Annexure-I & scope of work as per Annexure-B)	No.	12		
14.	Hydrostatic Pressure Testing of ABC Type fire extinguishers 9 kg (As per location mentioned at Annexure-I & scope of work as per Annexure-B)	No.	4		
15.	Hydrostatic Pressure Testing of Foam Type 9 ltr Capacity (As per location mentioned at Annexure-I & scope of work as per Annexure-B)	Each	13		
16.	Discharge Hose for ABC Powder Type (As per location mentioned at Annexure-I & scope of work as per Annexure-B)	Each	100		
17.	Bend Horn for Co2 Type extinguisher ((As per location mentioned at Annexure-I & scope of work as per Annexure-B)	Each	35		

18.	Handle / Pressure valve for Co2 type extinguisher (As per location mentioned at Annexure-I & scope of work as per Annexure-B)	Each	35			
19.	Handle / Pressure valve for ABC Powder type extinguisher (As per location mentioned at Annexure-I & scope of work as per Annexure-B)	Each	100			
20.	Pressure Guage for ABC Powder Type extinguisher (As per location mentioned at Annexure-I & scope of work as per Annexure-B)	Each	100			
	Amount (NPR) Inclusive of nses etc. charges complete in a				, transportation, Lodging, boarding	
				nt offered, if any (% IPR) after discount		

### 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 shall also for not be considered for evaluation as well as award.

- 2) The quantities of BOQ are Indicative and the BOQ quantity may vary positive or negative as per actual requirement at site. However, rates will be firm during the period of contract and shall hold good for both positive & negative deviation.
- 3) The item rate for sr. no. 2 to 20 of BOQ may be quoted and payment shall be made for the items filled/ executed as per actual requirement. The quantity can vary positive or negative as per actual requirement at site.
- 4) Travelling, Lodging and boarding expenses should be included in the above prices and nothing will be paid extra on this account.

Date:

Place:

For and on behalf of the Bidder

.....

(Signature of authorized representative of the Bidder,

along with his name, Seal of Company)

## SCOPE OF WORK (PPR-203/2025)

- 1. Open the Fire Extinguisher and check the pressure level and maintain it. The detailof fire extinguishers and fire buckets has been attached as **Annexure I.**
- 2. Examine the extinguisher body for corrosion. Damaged and corroded extinguishers should be removed from service.
- 3. Refill the ABC type, foam Type, and CO<sub>2</sub> Type fire extinguishers as and when required.
- 4. Pasting of Serial no. slip and inspection slip (Minimum size 12 Cm x 18 Cm on sticker paper) having refilling and inspection date with signatures of the person inspecting the fire extinguishers, as directed by EIC.
- 5. Maintaining inspection register of the fire extinguishers.
- 6. Checking the seal of fire extinguishers.
- 7. Checking vent hole, discharge tube/nozzle, cap assembly etc.
- 8. No material and T&P will be issued by SAPDC.
- 9. All other items of work, services which are not specifically mentioned in the contract but are considered essential for maintaining the fire extinguishers, will form the part of the contract and accordingly the charges/amount for the same is deemed to be included in the contract price.
- 10. Arun-3 HEP sites are located at Tumlingtar, Pukhuwa (Power House Site), Phaksinda (Dam Site) and Janakpur (Transmission Line Office), where fire extinguishers are to be inspected & maintained.
- 11. The contractor has to get fire extinguishers checked for hydrostatic pressure test as per instruction of Engineer-In charge (EIC) as per applicable statutory guidelines or codes.

## Annexure- I

## Location of Fire Extinguishers Installed at Various Location of SAPDC

**Name of work:-** (PPR-203/2025) Annual Maintenance Contract (AMC) of Fire Extinguishers in Offices and residential buildings of SAPDC at Tumlingtar, Dovan, Phaksinda, Pukhuwa & Janakpur in Nepal for one year and Refilling, Hydro Pressure Testing & other maintenance works of Installed Fire Extinguishers on need basis.

Sr. No.	Description	Unit	ABC (4 Kg)	ABC (6 Kg)	ABC (9 Kg)	CO <sub>2</sub> (2 Kg)	CO₂ (4 Kg)	FOAM TYPE (9 LTR.)	CO₂ Trolly Type (9 Kg.)
Α.	Tumlingtar								
1.	A-Office Building (I	Everes	t Bhav	an)					
	Ground Floor	Nos.	6	2		5			
	First Floor	Nos.	6			3			
	Main Gate	Nos.	2			2			
2	B- Residential Build		utluj E		an)	n			
	Ground Floor	Nos.	4	2		3			
	First Floor	Nos.	4			2			
3	C- Near DG Set	Nos.			1		2	2	
4	Everest Bhawan Transit Camp Second & Third Floor and Makalu Bhavan)	Nos.	16	2		16			
5	APF Building	Nos.	4			2		1	
В	Power House (Pukl	nuwa)				1			
1	Office	Nos.	4						
2	Porta Cabin (Power House Site)	Nos.	10	1	1	1		1	
С	Power House (Kera	bari)							
1.	ТС	Nos.	4	1	1	1		1	
2	VIP Guest House, Residential Building and Electrical Control room	Nos.	51			23		7	4
D	Dam Site (Phakshir	nda)							
1	New TC	Nos.	4	2		1			
2	Old TC	Nos.	4			1			
3	Battery Room	Nos.					1		
4	Block 1	Nos.	4			1			

5	Block 2	Nos.	6	2		1			
6	Block 3	Nos.	6			1			
7	Block 4	Nos.	3						
8	Block 5	Nos.	2						
9	DG Room	Nos.			1		1	2	
E	Dame Site (Dovan)	Nos.	4						
Ε	Janakpur	Nos.	6	1	1	1			
Tota	al	Nos.	150	12	4	63	4	13	4

## FORM OF DECLARATION

M/s------(name of Bidder) having its registered office at --------(name of Bidder) having its to as 'the Bidder') having carefully studied all Terms and conditions, scope of work & Technical specifications, BOQ etc. and all corrigendum (if any) pertaining to the "Annual Maintenance Contract (AMC) of Fire Extinguishers in Offices and residential buildings of SAPDC at Tumlingtar, Dovan, Phaksinda, Pukhuwa & Janakpur in Nepal for one year and Refilling, Hydro Pressure Testing & other maintenance works of Installed Fire Extinguishers on need basis (PPR-203/2025)" 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 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

.....

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

# BANK ACCOUNT DETAILS (PPR-203/2025)

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

.....

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

### FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

### (Refer clause 12 of NIQ)

WHEREAS \_\_\_\_\_\_ (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated \_\_\_\_\_\_ (date) for "Annual Maintenance Contract (AMC) of Fire Extinguishers in Offices and residential buildings of SAPDC at Tumlingtar, Dovan, Phaksinda, Pukhuwa & Janakpur in Nepal for one year and Refilling, Hydro Pressure Testing & other maintenance works of Installed Fire Extinguishers on need basis (PCD-203/2025)"

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

THE CONDITIONS of this obligation are:

1. If bidder withdraws 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

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.

b. Adopts corrupt or fraudulent practices

or

or

c. Non-compliance of Letter of Acceptance (LOA).

Or

d. fails or refuses to furnish the Performance Security, in accordance with the NIQ/LOA.

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 **135 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)

#### Annexure-III

### FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT

### (Refer clause 16 of NIQ)

Date:

To,

Name & Address of the Employer

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 days beyond the contract Period** (the "**Expiry Date**").

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

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

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

Notwithstanding anything contained hereinabove:

- (1) Our liability under this Guarantee shall not exceed the Security Amount
- (2) Any demand may be brought by SAPDC under this Guarantee up to close of business on the Expiry Date.
- (3) We shall be liable to pay any amount under this Guarantee or part thereof only if we receive a claim or demand in writing within banking hours at our branch on or before the Expiry Date and if no such demand has been received by us by that time and date, all rights to bring any demand under this guarantee will cease.

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

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

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

Signed for and on behalf of:
Name:
Designation:
Seal of the Bank:
Signed for and on behalf of:
[Note: delete the following signature block if not applicable]
[Signed for and on behalf of confirming bank in Nepal:
Name:
Designation:
Seal of the Bank:
Signed for and on behalf of: