

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-213/2025-775

**Date:** 08.08.2025

**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 **“Establishing an alternate Internet connectivity service (20 Mbps) via Optical Fiber cable for SAPDC Arun Sadan Complex, Tumlingtar, Sankhuwasabha, Nepal for two (02) years (PPR-213/2025)”** as per the details provided here-in-below: -

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

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

**1. Eligible Bidders**

- This Invitation for Bid is open to all the bidders registered in Nepal who meet the Qualification Criteria as defined hereunder.
- Bidders should not have as an individual or as a partner in JV banned/ de-listed/ black-listed/ debarred from business by any PSU/Govt. Deptt. /SAPDC during the last 03 (three) years on grounds of corrupt/fraudulent practices and/or on any ground. An undertaking to this effect shall be furnished by the bidder as per the format attached Annexure-‘E’.

**2. Minimum Qualifying Requirements:**

- The authorized firm/bidder registered in Nepal holding valid Network Service Provider (NSP)/ Internet Service Provider (ISP) License in their own name are eligible to bid. Further, Secondary service providers, including those authorized to act on behalf of a licensed ISP or NSP, are not eligible to bid.
- The bidder should have experience of Providing Internet service to any commercial/industrial entity for minimum duration of one (01) year. The minimum duration of one (01) year for service provided by the bidder should fall within the 10(ten) years ending last day of month previous to the one in which bids are invited.

In support of above, bidder shall submit the letter issued by client regarding service provided by the bidder along with copy of LOA/Supportive document regarding award of contract.

3. **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 **“Establishing an alternate Internet connectivity service (20 Mbps) via Optical Fiber cable for SAPDC Arun Sadan Complex, Tumlingtar, Sankhuwasabha, Nepal for two (02) years (PPR-213/2025)”** and submitted at the address of the undersigned and must reach this office through courier or by post or by hand on or before **02.09.2025 by 1530 Hrs.** and same shall be opened on **02.09.2025 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.10).
- ii. The firm shall submit PAN/VAT/Registration certificate.
- iii. Authorization certificate and the supporting Documents for meeting out criteria laid down at Sr. No. 2. a & b. above respectively.
- iv. Duly filled in & signed ‘Form of declaration’ as per Annexure-C.
- v. Bank Account Details as per Annexure-D.
- vi. Undertaking regarding Declaration of Eligibility 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).

4. **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 information shall be given through notification on the websites only, for opening of Price Bid(s) of responsive bidder(s).

5. **F.O.R:-** SAPDC Office Complex, Tumlingtar, Distt. Sankhuwasabha, Nepal.

6. **Completion/Contract period:** Period of installation of service shall be 30 days from the date of issuance of Letter of Acceptance (LOA) or as per instruction from SAPDC, complete in all respect as per scope of work.

The contract period shall be for two (02) years from the start date of internet connectivity provided by the firm. However, if the internet service is not found satisfactory, SAPDC reserve the right to cancel the contract with one month notice to the contractor/internet service provider (ISP).

The contract period may be extend for another one (01) year on mutual consent on same terms and conditions subjected to satisfactory performance certificate issued by EIC/OIC.

7. **Bid Validity:** The bid (s) shall be valid for 90 days from the opening of bid(s).

8. **Prices:-**

- i. The Bidder/Suppliers shall offer rates & prices “on Firm Price Basis”. The quoted rates for item(s) shall be excluding TSC and VAT. VAT and TSC charges shall be paid extra as applicable on submission of documentary evidence.
- ii. 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.
- iii. Further, only unconditional discount offered at appropriate place in the BOQ shall only be considered for evaluation of the bid, discount offered at any other place or in any other document/letter submitted by the bidder along with the bid shall not be considered for the purpose of evaluation as well as award.
- iv. The percentage (%) offered discount should preferably be filled in both figures and words. However, if bidder do not choose to offer any discount on their quoted rate(s) i.r.o any/all item(s) of Bill of Quantities (BOQ) at Annexure-A, then the bidder may mention the same as **Nil**.

9. **Payment:** The payments will be made in the following manner:

- i. Payment i.r.o BOQ item at Sr.No.1 shall be made half yearly payment within thirty (30) days after the submission of Invoice.
- ii. Payment i.r.o BOQ item at Sr.No.2 shall be made within thirty (30) days after successful installation of internet connection & completion certificate issued by EIC/OIC and after the submission of Invoice/bill.

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

- a. Earnest Money Deposit (EMD) amounting to **NPR 16,000/-** 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**) payable at Kandhari.

Or,

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 or as it may be extended by SAPDC. Bank Guarantee may be in the format provided in tender document **(Annexure-I)**.

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 13.
- f. No interest shall be payable by SAPDC on EMD.

11. **Award Criteria:**

The bid shall be evaluated on overall basis and the award shall be made to the Firm(s)/Agency(s) who has offered the lowest evaluated bid price (Ref. Annexure-A) for whole work as per Scope of work (Ref. Annexure-B) provided the evaluated Bid Price is within a reasonable variation of the estimated amount of Work.

12. **Liquidated Damages (LD)/Penalty:**

- i. In case of link failure, supplier will fix the problem within 6 hours after SAPDC reports the problem. If the problem persists for more than 6 hours, SAPDC shall deduct one day's charge from the monthly recurring bill. If subsequent link failure exceeds more than 12 hours, every 12 hours is considered for 1day charge deduction.
- ii. On failure of installation of internet connection within 30 days from the date of intimation by EIC or his authorized representative, LD @ 1% of total contract price shall be levied per week subjected to maximum of 5% of contract price.
- iii. In case supplier fails to install internet connection and maximum limit of 5% LD is exhausted, SAPDC reserves the right to terminate the contract on immediate basis and BG/Security money shall be forfeited and supplier shall be barred from participation in SAPDC tenders for one (01) year.

13. **Performance Security Deposit:**

- 13.1 Within 28 (twenty-eight) days from the date of issue of the 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.
- 13.2 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-II) from a Class A bank situated in Nepal acceptable to SJVN Arun-3 Power Development Company Private Limited.
- 13.3 Failure of the successful Bidder to comply with the requirements of Clause 13.1 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.
- 13.4 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.
- 13.5 In case of delay in submission of performance security beyond 28 days as provided in clause 13.1 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.
- 13.6 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.
- 13.7 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.

14. **Force Majeure:** The term "Force Majeure" shall herein mean riots (other than among the Vendor's employees), Civil Commotion (to the extent not insurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires not caused by Vendor's negligence and other such causes over which the Vendor has no control and are accepted as such by the Officer-in-Charge (OIC), whose decision shall be final and binding. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party alleging that it has been rendered unable as aforesaid, thereby shall notify within 10 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.

Extension of time without levy of LD shall be provided during the period of occurrence of Force Majeure event, however no cost compensation shall be provided.

15. **Officer-in-Charge (OIC/EIC):** All the post award correspondence regarding the execution of work & payments etc. shall be addressed to the following, who or his Authorized representative will be the Officer-in-charge/Engineer – in charge of this work:

HOD (IT),  
Satluj Bhawan, Arun Sadan,  
SAPDC, Tumlingtar,  
Distt. Sankhuwasabha, Nepal.  
(Mobile No.:+977-9852058151

16. **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.
17. Corrigendum/Addendum, if any to NIQ shall be uploaded only on <http://sjvn.nic.in/tender.htm> & <http://www.sapdc.com.np/pages/tender>.
18. SAPDC reserves the right to reject any or all the tenders without assigning any reason thereof.
19. For any relevant enquiry/clarification for submission of bid and any other information, the Bidders may contact to: -

Name	Designation	Contact No.	Address
S.K. Bhargava	Chief Engineer (P&C)	Tel no: +977-029-575154 E-mail Address: <a href="mailto:pnc.sapdc@sjvn.nic.in">pnc.sapdc@sjvn.nic.in</a>	Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal.
Neeraj Kumar	Manager (P&C)		

20. **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 by air by around thirty-five minutes journey.
- d. Tumlingtar to Power House Site (Pukhuwa): This route is about 60 Km and the road is mostly kaccha road except Tumlingtar to Khandbari (15 KM) which is black topped.

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

**BILL OF QUANTITIES(BOQ)**

Name of Work/Assignment: (PPR-213/2025) **“Establishing an alternate Internet connectivity service (20 Mbps) via Optical Fiber cable for SAPDC Arun Sadan Complex, Tumlingtar, Sankhuwasabha, Nepal for two (02) years.”**

Sr. No.	Description	Unit	Qty.	Rate (NPR) (Excluding VAT & TSC Charges.)		Amount (NPR) (Excluding VAT & TSC Charges.)	
				In Figures	In Words		
1.	Internet Service (20/20 Mbps)	Months	24				
2.	One Time Installation Charges	Lot	1				
<b>Total Amount (NPR) (Excluding VAT &amp; TSC Charges.)</b>							
<b>Overall Discount offered, if any (%)</b>						(%) In Figures	(%) In words
<b>Net Amount after offered discount (NPR) (Excluding VAT &amp; TSC Charges.)</b>							

**Notes:**

- 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.
- 2) VAT and TSC charges shall be paid extra as applicable on submission of documentary evidence.

**Date:**

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

.....  
(Signature of authorized representative of the Bidder/

Supplier, along with his name, Seal of Company)



**SCOPE OF WORK (PPR-213/2025)**

**NAME OF WORK:** “Establishing an alternate Internet connectivity service (20 Mbps) via Optical Fiber cable for SAPDC Arun Sadan Complex, Tumlingtar, Sankhuwasabha, Nepal for two (02) years. (PPR-213 /2025)”.

**1.0 SCOPE OF WORK:**

- i. The service provider shall provide 1 no. unit of 20/20Mbps Internet Connectivity bandwidth at SAPDC, Office Complex, Tumlingtar, Sankhuwasabha, Nepal via Optical Fiber. The provided bandwidth is dedicated with contention ratio of 1:1 & 97% guaranteed uptime on Internet (besides the local loop). There will be no restriction up to subscribed speed and will be of unlimited data usage volume.
- ii. All the devices, cable required for installation of Internet facilities at SAPDC Office Complex, Tumlingtar, shall be in the scope of Supplier/Service provider.

**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 **“Establishing an alternate Internet connectivity service (20 Mbps) via Optical Fiber cable for SAPDC Arun Sadan Complex, Tumlingtar, Sankhuwasabha, Nepal for two (02) years (PPR-213/2025).”** 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)**

**Email Address:** .....

**Contact No:** .....

**BANK ACCOUNT DETAILS (PPR-213/2025)**

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

***#Copy of cancelled cheque may also be attached.***

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

.....

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

**UNDERTAKING REGARDING DECLARATION OF ELIGIBILITY**

To: [Name and address of Employer]

Dear Sir,

It is hereby certified that, we ..... {Insert Name of Bidder/Firm) as an individual or as a partner in JV are not banned/ de-listed/ black-listed/ debarred from business by any PSU/Govt. Deptt./SAPDC during the last 03 (three) years on grounds of corrupt/fraudulent practices and/or on any ground. We will immediately inform to Employer (SAPDC) in case of any change in the status any time here in after.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Bidder/Firm

Address:

Seal of the Bidder/Firm\_\_\_\_\_

**FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

**(Refer clause 10 of NIQ)**

WHEREAS \_\_\_\_\_ (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated \_\_\_\_\_ (date) for "**Establishing an alternate Internet connectivity service (20 Mbps) via Optical Fiber cable for SAPDC Arun Sadan Complex, Tumlingtar, Sankhuwasabha, Nepal for two (02) years (PPR-213/2025).**"

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

THE CONDITIONS of this obligation are:

1. 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

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.

or

- b. Adopts corrupt or fraudulent practices

or

- c. In the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Performance Security Deposit.

or

- d. Non-compliance of Supply Order/Letter of Acceptance (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)

**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT  
(Refer clause 13 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  
“**Establishing an alternate Internet connectivity service (20 Mbps) via Optical Fiber cable  
for SAPDC Arun Sadan Complex, Tumlingtar, Sankhuwasabha, Nepal for two (02) years  
(PPR-213/2025)**”.

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 completion period of contract (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: .....]***