एसजेवीएन अरूण-3 पॉवर डवलपमेंट कंपनी प्रा. लि. SJVN Arun-3 Power Development Company Pvt. Ltd.

(एसजेवीएन की पूर्ण स्वामित्व वाली अधीनस्थ कंपनी)

(A wholly owned subsidiary of SJVN) 900 मेगावाट अरूण-3 जलविद्युत परियोजना 900 MW Arun-3 Hydro Power Project

Regd. No.: 111808/69/070



Date: 12.12.2025

Ref. No.: SAPDC/P&C/Arun-3 HEP/PPR-221/2025- 1190

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 "Procurement of Office Furniture for various Departments at SAPDC (PPR-221/2025)" as per the details provided here-in-below: -

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

TERMS & CONDITIONS (T&C):

1. Eligible Bidders

- (i) This Invitation for Bid is open to all the bidders registered in Nepal who meet the Qualification Criteria as defined hereunder.
- (ii) Bidders should not have as an individual or as a partner in JV banned/ delisted/ 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-'F'.

2. Minimum Qualifying Requirements:

i. The firm/bidder should be manufacturer/authorised supplier/authorised reseller/ authorized dealer for items/makes/brands mentioned in the BOQ for which Bidder is submitting the bid. Further, the suppliers engaged in furniture supply and related items can also participate in bidding subject to furnishing a certificate from authorized supplier/reseller/dealer for this particular work/ assignment/ 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 "Procurement of Office Furniture for various Departments at SAPDC (PPR-221/2025)" and submitted at the address of the undersigned and must reach this office through courier or by post or by hand on or before 06.01.2026 by 1530 Hrs. and same shall be

opened on **06.01.2026 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. OEM/OES/Authorization certificate for meeting out criteria laid down at Sr. No. 2 above respectively.
- iv. Bidder shall submit **Annexure-B** mentioning the make/brand for which rates have been quoted. Further, Annexure-B shall be made the part of Supply order/LOA.
- v. Duly filled in & signed 'Form of declaration' as per Annexure-D.
- vi. Bank Account Details as per Annexure-E.
- vii. Undertaking regarding Declaration of Eligibility as per Annexure-F.

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. **Delivery/Completion Period:** Delivery of materials shall be made within 25 days from the date of issuance of Supply Order/Letter of Acceptance (LOA) complete in all respect as per scope of work.

SAPDC reserves the right to cancel the supply order in case the supplier fails to provide the material within the stipulated time.

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".
- ii. The quoted rates for item(s) under **Annexure-A 'BOQ'** shall be inclusive of VAT & transportation charges. complete as per scope of work and nothing extra shall be payable by SAPDC on account of above
- iii. 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.

- iv. 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.
- v. 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. 100% (Hundred Percent) Payment of the contract price shall be made after the receipt of item(s)/material/good(s) in full quantity & in good condition, on submission of bill and inspection report issued by Officer-in-Charge (OIC) subject to the submission of Performance Security @ 5% (Five percent) of the Contract Price by the successful bidder in terms of Clause 13 of NIQ.
 - ii. However, in the event of non-submission of Performance security by the successful bidder, Five percent (5%) amount of the contract price may be retained by SAPDC against performance security which shall be released after submission of Performance Security in terms of NIQ clause 13 or shall be released within 28 days after completion of guarantee / warranty/defect liability period reckoned from the supply of item(s)/material/goods upon recommendation and submission of satisfactory performance certificates by OIC (as the case may be). No interest shall be paid on the retained amount.

10. Earnest Money Deposit (EMD):

a. Earnest Money Deposit (EMD) amounting to **NPR 35,000/-** 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,

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)

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- 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:

- (i) The bid shall be evaluated on **Item wise basis** and the award shall be made based on the lowest evaluated rate/Amount quoted by the Bidder/Supplier for particular item(s) as per **Annexure-A** in the Bill of Quantities.
- (ii) If, Bidder(s) quote Zero/Nil/left Blank/ (-) rate(s) against any item(s) of BOQ then it will be presumed that bidder(s) has/have not quoted for those item(s) and is not willing to supply those item(s). In that case those item(s) may be awarded to other bidder(s) on their lowest evaluated rate(s).

12. Liquidated Damages (LD)/Penalty:

In case of delayed delivery, LD @ 0.8% of contract price per day of delay in completion shall be levied subject to maximum of 10% of the contract price (cumulative or individual LD in terms of clause at Sr.No.12 & at Sr.No.16).

In case the supplier fails to supply the material within 32 days from the date of issue of supply order, SAPDC reserves the right to terminate the supply order and EMD shall be encashed/forfeited.

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 successful completion of Guarantee/warranty period in terms of clause 19 of NIQ.
- 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-I) 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 completion of Guarantee/warranty period in terms of clause 19 of NIQ.
- 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. **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.
- 16. **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 13 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 @ 0.8% of contract price per day of delay shall be levied.

The levied LD shall be subject to maximum of 10% of the contract price (cumulative or individual LD in terms of clause at Sr.No.12 & at Sr.No.16).

- 17. **Rejection:** In the event that any of the material/goods supplied by the supplier is found defective in material or workmanship or otherwise not in conformity with the specification, SAPDC shall either reject the material/good(s)/Item(s) or request the supplier in writing to rectify/replace the same. The supplier, on receipt of such notification shall rectify/replace (As directed by the OIC/EIC) the defective material/good(s)/item(s) free of cost to the SAPDC. Decision of OIC/EIC (SAPDC) shall be final and binding on the supplier(s).
- 18. **Demurrage, Wharfage etc.:** All demurrage, wharfage and other expenses incurred due to delayed clearance of the material/goods or any other reason shall be on the account of the supplier.
- 19. **Guarantee/Warranty:** Guarantee/Warranty shall be minimum of one (01) year from the date of delivery and inspection at SAPDC, Nepal or as per the Policy of Original Equipment Manufacturer (OEM), whichever is higher. In case of any complaint/repair required during Guarantee/ Warranty period, the vendor/ supplier will respond within Seven days and ensure rectification within two weeks' time from the date of lodging of complaint. The supplier shall either rectify or replace the defective item(s)/material(s) free of cost to SAPDC within Guarantee/Warranty period.

If, supplier fails to perform such obligation(s), then the Performance Security Deposit per clause No.13.1 or the amount retained pursuant to clause 9 (ii) of NIQ may be forfeited by the SAPDC.

20. **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:

Chief Engineer/Head (Store), Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal. (Contact No.: 029-575143, 9852004578) Email: store.sjvnnepal@sjvn.nic.in,

- 21. **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 specification(s), make/brand/model (If applicable) of the supplied item(s) is/are as per NIQ/LOA.
- 22. **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.
- 23. Corrigendum/Addendum, if any to NIQ shall be uploaded only on http://sjvn.nic.in/tender.htm & http://www.sapdc.com.np/pages/tender.
- 24. SAPDC reserves the right to reject any or all the tenders without assigning any reason thereof.
- 25. 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.	Chief Engineer (P&C)	Tel no: +977-029-	Satluj Bhawan, Arun
Bhargava		575154	Sadan, SAPDC,
Kirti	DGM (P&C)	E-mail Address:	Tumlingtar, Distt.
Swaroop		pnc.sapdc@sjvn.nic.in	Sankhuwasabha, Nepal.

26. 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.

For & on the behalf of SAPDC

Sd/-Chief Engineer (P&C) SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal Ph. +977-29-575154,

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

BILL OF QUANTITIES(BOQ)

Name of Work/Assignment: (PPR-221/2025) "Procurement of Office Furniture for various Departments at SAPDC."

Sr.		Acceptabl e			Offered Make/ Brand		Rate (Including VAT & portation Charges)	Amount (NPR) (Including		discount (if centage (%)
No.	Description	Makes/Br ands	Unit Qty.		ty. (to be filled by the bidder)	In Figures	In Words	VAT & transportati on Charges)	In Figures	In Words
	Office Almirah:									
	Dimensions- WxHxD (Inch): 78 x 36 x 19 (Note: Minor variation of ±5% acceptable)									
1.	Load Capacity: At least 50 Kg Material: Metal (Steel) Features: Full-height office steel storage almirah with double-leaf hinged doors, Suitable for storing files, documents, and office records, Minimum 4 adjustable shelves, Colour: Grey/Brown	Godrej Interio, Nilkamal, Steelcase, Everest Steel	Nos.	22						
	Office Table:	Godrej								
2.	Dimensions (Approx.) Length: 60"-66", Width: 30"-33", Height: 29"-30" Tolerance: +5% acceptable.	Interio, Nilkamal, Steelcase, Everest Steel	Nos.	15						

1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Storage: One lockable pedestal unit attached to the table (3 drawers OR 1 drawer + 1 file cabinet). Material Quality: Tabletop: High-quality pre-laminated Board Frame/Legs: Powder-coated mild steel or high-quality solid wood/plywood								
1	Features: High-quality metal handles and locks with at least 2 keys per lock. Colour: Grey/Brown								
	Office Chair: Type- Medium-Back								
3. 1	Special Feature: Adjustable Height, Ergonomic Arm Rest Material: Metal Seat Material Type: Fabric Dimensions: 20D x 24W x 43H inches (Note: Minor variation of +5% acceptable) Special Feature: Swivel: 360° swivel Mechanism: Synchro Tilt Single Lock Base: Heavy Duty Metal Colour: Black Colour	Godrej Interio, Nilkamal, Steelcase, Everest Steel	Nos.	30					
	Colour, Diack Colour	Total Amo	unt (N	PR) (I	ncluding V	AT & trai	nsportation Charges)		

Supplier, along with his name, Seal of Company)

To be filled by the bidder mentioning Brand/Make:

Sr. No.	Item/ Furniture	Specifications	Offered brand/ make to be filled by the Bidder
1	Office Almirah	Make/brand: Godrej Interio, Nilkamal, Steelcase, Everest Steel Dimensions- WxHxD (Inch): 78 x 36 x 19 (Note: Minor variation of ±5% acceptable) Load Capacity: At least 50 Kg Material: Metal (Steel) Features: Full-height office steel storage almirah with double-leaf hinged doors, Suitable for storing files, documents, and office records, Minimum 4 adjustable shelves, Colour: Grey/Brown	
2	Office Table	Make/Brand: Godrej Interio, Nilkamal, Steelcase, Everest Steel Dimensions (Approx.) Length: 60"-66", Width: 30"-33", Height:29"-30" Tolerance: +5% acceptable. Storage: One lockable pedestal unit attached to the table (3 drawers OR 1 drawer + 1 file cabinet). Material Quality: Tabletop: High-quality prelaminated Board Frame/Legs: Powder-coated mild steel or high-quality solid wood/ plywood Features: High-quality metal handles and locks with at least 2 keys per lock. Colour: Grey/Brown	
3	Office Chair:	Make/Brand: Godrej Interio, Nilkamal, Steelcase, Everest Steel Type- Medium-Back Special Feature: Adjustable Height, Ergonomic Arm Rest Material: Metal Seat Material Type: Fabric Dimensions: 20D x 24W x 43H inches (Note: Minor variation of +5% acceptable) Special Feature: Swivel: 360° swivel Mechanism: Synchro Tilt Single Lock Base: Heavy Duty Metal Colour: Black Colour	

SCOPE OF WORK (PPR-221/2025)

NAME OF WORK: (PPR-221 /2025) "Procurement of Office Furniture for various Departments at SAPDC.

1.0 SCOPE OF WORK:

Supply and transportation of Office Furniture for SAPDC as per the specifications mentioned at Annexure-B to the consignee at the following address:

Head (Store)

Satluj Bhawan SAPDC Office Complex, Tumlingtar

Distt. Sankhuwasabha, Nepal

(Mobile No.: 029-575143, 9852004578) Email: store.sjvnnepal@sjvn.nic.in,

Special conditions of Contract

1. Approval of Sample before Bulk Manufacture/Supply:

Prior to the commencement of bulk supply, SAPDC shall approve one sample unit of each item (Office Almirah, Office Table, and Office Chair). The supply shall be taken up only after approval of the sample by SAPDC's authorized representative(s).

2. Inspection of the item (Pre-Dispatch, if required):

Inspection of the items may be carried out at the manufacturer's premises or supplier's warehouse prior to dispatch, if deemed necessary by SAPDC. The inspection shall be conducted by SAPDC's authorized representative(s) to ensure conformity with approved specifications, dimensions, material quality, and workmanship.

FORM OF DECLARATION

	s(name of Bidder/Supplier) having its
_	istered office at (hereinafter erred to as 'the Bidder/Supplier') having carefully studied all Terms and conditions,
	pe of work & Technical specifications, BOQ etc. and all corrigendum (if any) pertaining
	the "Procurement of Office Furniture for various Departments at SAPDC. (PPR-
221	1/2025)." the local and site conditions and having undertaken to execute the said
wor	rks.
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).
Dat	te:
	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:

Annexure-E

BANK ACCOUNT DETAILS (PPR-221/2025)

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 /Sup	plier
	•••••
(Signature of authorized representative of Bidder/Supplier, along with his name, Seal of Comp	

UNDERTAKING REGARDING DECLARATION OF ELIGIBILITY

To: [Name and address of Employer]
Dear Sir,
It is hereby certified that, we
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 PERFORMANCE SECURITY DEPOSIT

(Refer clause 13 of NIQ)

T			Date:	
To,				
Name & Address	of the Employer			
having	its	registered	(the "cor office has entered	at
Agreement on (In	sert LOA No. & Da	ate)	with you for the sat SAPDC. (PPR-221/20	work of
required to submit	t an unconditional a (Nepalese ut") to SAPDC for th	nd irrevocable, payable of Rupeese due and faithful perforn	on-demand bank guarantee onlance of the Company's obe	e of NPR y), (the oligations
(name and addres	s of the Bank, here to provide such Perf	inafter called the "Guar	antor") have at the reque this Bank Guarantee (Perf	est of the
AGREEMENT/Le	etter of acceptance(I	LOA), or (b) the Company	default of its obligations up has not replaced this Perf	formance

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/ Guarantee/Warrantee Period (the "Expiry Date").

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

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

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

Notwithstanding anything contained hereinabove:

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

Notwithstanding sub-section (2) and (3) above, all claims made by SAPDC on or before the Expiry Date shall, subject to sub-section (1) above, be 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: