

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-3HEP/PPR-222/2025-1136

Date: 28. 11 .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 **“AMC and Calibration of Machinery and Equipment in Material Testing Laboratory at Phaksinda for a period of Two years”**. (PPR-222/2025)” as per the details provided here-in-below:

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

TERMS & CONDITIONS (T&C):

1. Minimum Qualifying Requirements:

- The firm/bidder should be Registered Service provider /Certified Agency for similar work/services.
- Experience of Completion of Similar Work/service during last seven years of at least either of following amount(s), ending last day of month previous to the one in which applications/bid proposals are invited: -

One Similar Work costing not less than **NPR 5, 83,984/-** including VAT.

Or

Two Similar Works, each costing not less than **NPR 3, 64,990/-** including VAT.

Or

Three Similar Works, each costing not less than **NPR 2, 91,992/-** including VAT.

Similar work/service means: AMC and Calibration of Machinery and Equipment in Material Testing Laboratory related to Civil engineering construction work(s).

Note: In support of above, the bidder shall submit proof/document/completion certificate of the successful completion of work/service upto the amount indicated from the concerned agency/firm, for which work/service was carried out.

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 **“AMC and Calibration of Machinery and Equipment in Material Testing Laboratory at Phaksinda for a period of Two years (PPR-222/2025)”** and submitted at the address of the undersigned (Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal) and must reach this office through courier or by post or by hand on or before **by 23.12.2025 1530 Hrs.** and same shall be opened on **at 23.12.2025 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 supporting with requisite Documents for meeting out criteria laid down at Sr. No. 1 above.
- iv. Duly filled in & signed ‘Form of declaration’ as per Annexure-D.
- v. Power of Attorney in favour of Authorized Signatory (If applicable).
- vi. Bank Account Details as per Annexure-E.

PART-II (Envelope-2): -

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

3. **Opening of Bid: -**

The bid shall be opened in the following sequence: -

- i. First, the envelope Part-I shall be opened.
- ii. Part –II (Price Bid) shall be opened subsequently, if no clarification is required from the Bidder(s). In case clarification is sought from the firm(s)/agency(ies), separate intimation shall be given through notification on the websites for opening of Price Bid(s) of responsive bidder(s).

4. No material and T&P will be issued by SAPDC.

5. **Completion period:** The period of contract will be Two (2) years to be reckoned from the issue of award of work.

The contract may further be extended on mutual understanding for a period of two years on yearly basis on same rates, terms & conditions, if the service provided by the firm are found satisfactory.

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

7. **Prices: -** The rates quoted under **Annexure-A ‘BOQ’** should be inclusive of all taxes and duties including VAT, servicing, conveyance charges etc. complete as per scope

of work and nothing extra shall be payable by SAPDC on account of above. No payment on account of travelling, Boarding & lodging will be provided by the SAPDC. Any other spare required during maintenance / urgency of the contract shall be paid by SAPDC extra. However, no labour payment or visit charges shall be borne by SAPDC.

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. **Payment:** The payment in respect of Part-A and Part-B of BOQ will be made within 30 days after statutory deductions as applicable/permissible i.e. TDS etc. on receipt of the following:

Part-A: Submission of necessary Calibration Certificates and raising bill in Triplicates, after successful calibration of all the lab equipment and machine to the satisfaction of EIC.

Part-B: i. Completion of annual maintenance of all the QC lab equipment and machines to the satisfaction of EIC and raising bills in triplicate.

- ii. For attending breakdown calls, the payments will be released after rectification of the fault to the satisfaction of EIC and raising bill in triplicate.

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

- a. Earnest Money Deposit (EMD) amounting to **NPR 29,200/-** shall be submitted in the shape of **Bank Draft** (in original)/**Manager Cheque** (in original)/**FDR** (in original) (duly pledged in favour of SAPDC-NPR CONSTRUCTION ACCOUNT) in favor of SAPDC-NPR CONSTRUCTION ACCOUNT payable at Khandbari.

Or,

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-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 Letter of Acceptance (LOA).

or

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

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 overall basis and the award shall be made based on the lowest rate/Amount quoted by the Bidder/Supplier for whole work/assignment 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 quoted the rate(s) for that item(s) in any other item(s) of BOQ. In that case Zero (0) rate(s) shall be considered for the purpose for evaluation as well as award.

12. **Liquidated Damages (LD):** In case of any delay, LD @ 0.50% per week for contract value pertaining to respective Part-A and Part-B shall be levied subject to maximum of 5% of the contract price.

13. **Performance Security Deposit:**

- 13.1 Within 28 (twenty eight) days from the date of issue of the Supply Order/Letter of Acceptance (LOA), the successful bidder(s) shall deliver to the Employer a Performance Security equal to **5% (five percent)** of the Contract Price valid till 60 days beyond Contract period and till successful completion of Guarantee/Warranty period (if applicable).
- 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, on completion of Guarantee/Warranty period.
- 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. **Inspection:** Inspection of the equipment and machines shall be carried out by EIC or his authorized representative as mentioned in the BOQ/Scope of Work. EIC shall ensure the proper operating condition of the equipment and machines.
15. **Insurance:** -
The successful firm/agency (i.e., to whom the work will be awarded) shall take out and maintain, and shall cause any associated person (s)/manpower to take out and maintain, at its (or the associated person s', as the case may be) own cost but on terms and conditions approved by SAPDC, insurance against the risks, and for the coverage, as stipulated in the contract or any applicable law including Labour Law of the land (in Nepal), and as per SAPDC's Officer In-charge (OIC) instructions , shall provide evidence to SAPDC showing that such insurance has been taken out and maintained and that the current premiums have been paid. The agency/firm shall ensure that such insurances are in place before commencing the Services from effective date as mentioned at Sr. No.5. Alterations to the terms of insurance shall not be made without the approval of the Officer In-charge, SAPDC.
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. Post award correspondences regarding Contract shall be addressed to DGM (QC), SAPDC, Arun-3 HEP, Satluj Bhawan, Arun Sadan, Tumlingtar, Nepal (Mobile No. 9767814205, e-mail: quality.sjvnnepal@sjvn.nic.in who shall be Engineer-in-charge of this assignment)
18. Corrigendum/Addendum, if any to NIQ shall be uploaded only on <https://sjvn.nic.in> & <https://sapdc.com.np> .The bidders may keep watch on the said portals.
19. SAPDC reserves the right to reject any or all the tenders without assigning any reason thereof.
20. The bidder shall be deemed to have inspected and examined the site/area and its surroundings and collected information available in connection with and to have satisfied himself, before, submitting his bid, as to the form and nature thereof, including the subsurface conditions, the hydrological and climatic conditions, the extent and nature of work and the means of access to the site and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his bid.

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

Name	Designation	Contact No.	Address
Sh. S.K. Bhargava	Chief Engineer (P&C)	+977-29-575154	Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal.
Sh. Kirti Swaroop	DGM (P&C)		

22. **General Information:**

Access to Project Sites:

To reach the site of Arun-3 HPP 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:

- Jogbani to Hile: - Hile is located at a distance of 118 Km from Jogbani and the existing road up to Hile is black topped road. Hile is at EL 1920 m from sea level.
- Hile to Tumlingtar (Hill road route): - This route is about 111 Km and the road is black topped up to Tumlingtar.
- Tumlingtar is also connected to Kathmandu by air by around thirty-five minutes' journey.
- Phaksinda is approx. 60 km connected by road from Tumlingtar.

For & on the behalf of SAPDC

Sd/-

Chief Engineer (P&C)

Satluj Bhawan, Arun Sadan,
SAPDC, Tumlingtar,

Distt. Sankhuwasabha, Nepal

Ph. +977-29-575154,

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

Annexure-A**Bill of Quantities (BOQ)**

NAME OF WORK: (PPR-222/2025) “AMC and Calibration of Machinery and Equipment in Material Testing Laboratory at Phaksinda for a period of Two years”.							
Sr. No	Description	Model & Make no.	Unit	Qty.	Rate (NPR including VAT)		Amount (NPR including VAT)
					In Figures	In Words	
PART-A (Calibration): -							
1.	Digital Compression Testing Machine capacity-2000KN	AIM-317E-DG-1	Job	2			
2.	Universal Testing Machine capacity-1000KN	AIM-653-1-SP	Job	2			
3.	Cement Autoclave, Analog with Pressure Gauge & Digital temperature Controller and length comparator digital	AIM-408-2	Job	2			
4.	Electronic Balance, Capacity 150 kg × 10g	AIM-9017-1	Job	2			
5.	Electronic Balance, Capacity 50 kg × 5g	AIM-9012-1	Job	2			
6.	Electronic Balance, Capacity 15 kg × 1g	AIM-9007-1	Job	2			
7.	Electronic Balance, Capacity 10 kg × 1g	AIM-9006-1	Job	2			
8.	Electronic Balance, Capacity 220g × 0.001g	AIM-9000-1NA	Job	2			

9.	Mortar Mixer Capacity approx. 5 ltr.	AIM-412-4	Job	2			
10.	Concrete Test Hammer (Rebound Hammer)	AIM-388-DH New	Job	2			
11.	Air entrainment Meter Capacity 0.001 m ³ (10 ltr)	AIM-341	Job	2			
12.	Air Permeability Apparatus (Blaine type)	AIM-390	Job	2			
Sub-Total (Part-A)							
PART-B (AMC)							
1.	Digital Compression Testing Machine capacity-2000KN	AIM-317E-DG-1	Nos.	2			
2.	Universal Testing Machine capacity-1000KN	AIM-653-1-SP	Nos.	2			
3.	Cement Vibrating Machine with built-in digital timer	AIM-418-2	Nos.	2			
4.	Sieve Shaker, Motorized, with built-in-Digital timer	AIM-054-1	Nos.	2			
5.	Mortor mixer capacity approx. 5 ltr.	AIM-412-4	Nos.	2			
6.	Curing tank for 24/96 cubes of 150/70.6mm size	AIM-353-3	Nos.	2			
7.	Los Angeles Abrasion testing machine	AIM-458-1	Nos.	2			

8.	Breakdown Call Visit		Job	6 (3 visit per year)			
Sub-Total (Part-B)							
Total Amount (Part-A + Part-B)							
Discount (If any)							
Total Amount in NPR Including VAT							

Note: All taxes & duties shall be included in above prices & nothing will be paid extra on this account.

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)**

Special Terms and Conditions of Contract (SCC)

1. The contractor shall make his own arrangement for manpower and equipment required for the execution of work, at his own cost.
2. Contractor shall comply with all relevant quality, safety standards and all rules of Govt. of Nepal.
3. All T&P required for carrying out the said job will be arranged by the agency at his own cost.
4. No travelling/boarding & lodging expenses shall be borne by SAPDC.
5. Any other spare required during maintenance / urgency of the contract shall be paid by SAPDC extra. However, no labour payment or visit charges shall be borne by SAPDC.
6. Post award correspondences regarding Contract shall be addressed to DGM (QC), SAPDC, Arun-3 HEP, Satluj Bhawan, Tumlingtar, Nepal (Mobile No. 9767814205, e-mail: quality.sjvnnepal@sjvn.nic.in who shall be Engineer-in-Charge of this assignment)

SCOPE OF WORK (PPR-222/2025)

The scope of work includes AMC and Calibration of Machinery & Equipment in Material Testing laboratory at Phaksinda for a period of two years and carry out the following works/ services:

- i. Calibration and AMC of all Quality Control equipment and machines installed at Phaksinda/Dovan in Sankhuwasabha Distt. Koshi Province in Nepal.
- ii. Calibration sticker / card shall be maintained & duly signed by the concerned personnel & representative of the department.
- iii. Attending of breakdown calls i.e., 6 Nos. during the contract period of 02 years.

FORM OF DECLARATION (PPR-222/2025)

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 **“AMC and Calibration of Machinery and Equipment in Material Testing Laboratory at Phaksinda for a period of Two years (PPR-222/2025)”** 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/sent 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)

E-mail:.....

Contact No:

Annexure-E

BANK ACCOUNT DETAILS (PPR-222/2025)

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

#Copy of cancelled cheque may also be attached

For and on behalf of the bidder /Supplier

.....

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

FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(Refer clause 10 of NIQ)

WHEREAS _____ (Name of Bidder) (hereinafter called “the Bidder”) has submitted his bid dated _____ (date) for **“AMC and Calibration of Machinery and Equipment in Material Testing Laboratory at Phaksinda for a period of Two years (PPR-222/2025)”**

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. Non-compliance of Supply Order/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)

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT

(Refer clause 13 of NIQ)

Date:

To,

{Insert Name & Address of the Employer}

We have been informed that(the "company"),
having its registered office at
..... has entered into a
Agreement on20.... with you for the work of **"AMC and
Calibration of Machinery and Equipment in Material Testing Laboratory at
Phaksinda for a period of Two years (PPR-222/2025)"**.

In accordance with the terms of the AGREEMENT, the Company is required to submit
an unconditional and irrevocable, payable on-demand bank guarantee of NPR
..... (Nepalese Rupees only), (the
"Security Amount") to SAPDC for the due and faithful performance of the Company's
obligations under the AGREEMENT (the **"Performance Security"**) and we
.....(name and address of the Bank, hereinafter called the
"Guarantor") have at the request of the Company agreed to provide such Performance
Security, being this Bank Guarantee (Performance Security) No.

On your first written demand, stating that (a) the Company is in default of its
obligations under the AGREEMENT, or (b) the Company has not replaced this
Performance Security with another performance security issued on the same terms at
least fourteen (14) days prior to the Expiry Date (as hereinafter defined), we, the
Guarantor as primary obligor hereby expressly, unconditionally and irrevocably
undertake to pay to SAPDC, without demur, reservation, protest and any reference to
the Company or the AGREEMENT the amount specified in such demand, provided that
the total of all demands shall not exceed the sum of the Security Amount. You shall
not be required to prove or show grounds for your demand or the sum specified therein.
It is clarified further that your demand shall be conclusive evidence to us that such
payment is due under the terms of the AGREEMENT. It shall not be necessary, and the
Guarantor hereby waives any necessity, for SAPDC to proceed against the Company
before presenting to the Guarantor its demand under the Performance Security.

The term of this Performance Security shall commence on the date of its issuance and
shall expire on the date 60 days beyond the *completion 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:.....]