

एसजेवीएन अरूण-3 पाँवर 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



Ref. No.: SAPDC/P&C/Arun-3 HEP/PPR-224/2026- 153

Date: 01.03.2026

NOTICE INVITING QUOTATIONS (NIQ)

Sealed quotations are herewith invited by SJVN Arun Power Development Company Pvt. Ltd. (SAPDC/Employer) from the eligible Bidder/Suppliers of Nepal for **“Annual Maintenance of website, hosting of 10 GB webspace & SSL of corporate website (www.sapdc.com.np) of SAPDC, Sankhuwasabha, Nepal. (PPR-224/2026)”** as per the details provided here-in-below:

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

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/ 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:

- i. Average Annual Financial turnover during the last 3 years, ending 15th July, 2025, should be at least **NPR 1,06,987/-**
- ii. Experience of having successfully completed/Ongoing following similar works as Prime Contractor or JV member or approved sub-contractor during the preceding seven years to be reckoned from the last day of the month previous to the one in which NIT is invited:
Three similar completed/Ongoing works costing not less than **NPR 1,42,649/-** (Including VAT) each.

or

Two similar completed/Ongoing works costing not less than **NPR 1,78,311/-** (Including VAT) each.

or

One similar completed/Ongoing works costing not less than **NPR 2,85,298/-** (Including VAT) .

Similar work means works involving "**Design & development of user-friendly website with features of Content Management System/ Maintenance of website(s) for a period of one year**".

The value of the work to be considered shall be the cost arrived for the period completed upto the last day of the month previous to the one in which NIT is invited. Further, period of maintenance shall also be considered up to the last day of the month previous to the one in which NIT is invited. In case work has been executed as JV, value of the work executed shall be considered in proportionate to percentage participation in JV.

The bidder shall submit copies of award letter along with successful completion/ Ongoing certificate from the agency/firm for which work is executed in support of above experience condition and Balance Sheets and /or Audit Reports and/or tax clearance certificate obtained from the Inland Revenue Department or documents showing submission of tax returns for the last 3 years, ending 15th July 2025 in support of meeting turnover requirements.

iii. Bidders intending to participate in Joint Ventures are not allowed to participate.

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 "**Annual Maintenance of website, hosting of 10 GB webspace & SSL of corporate website (www.sapdc.com.np) of SAPDC, Sankhuwasabha, Nepal. (PPR-224/2026)**" 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 24.03.2026 1530 Hrs.** and same shall be opened on **24.03.2026 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. PAN/VAT/Registration certificate (in case of firm/company bidder shall submit the certificate of incorporation along with Article of Association (AOA) & Memorandum of Association (MOA)
- iii. Supporting Documents in substantiation of the 'Minimum Qualifying requirements' (as per Sr. No. 2 of NIQ)
- iv. Bank Account Details as per Annexure-D.
- v. Power of Attorney in favour of authorized signatory (if applicable).
- 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.
- 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).

5. **Contract period:** The Contract period shall be for a period of 2 years to be reckoned from date of issuance of Letter of Acceptance (LOA).

The Contract period may be extended on the same rates, terms and conditions for a period of another 01 (One) year subject to satisfactory performance certification by OIC.

Migration Period: 15 Days from the date of issuance of LOA (for new vendor).

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

7. **Prices:** - The bidder shall offer rates & prices “on Firm Price Basis”. The rates quoted under **Annexure-A ‘BOQ’** should be inclusive of VAT complete as per scope of work and nothing extra shall be payable by SAPDC on account of above.

Further, only unconditional discount offered at appropriate place in the BOQ shall only be considered for evaluation of the bid, discount offered at any other place or in any other document/letter submitted by the bidder along with the bid shall not be considered for the purpose of evaluation as well as award. Further, the bidder shall quote rate and amount inclusive of VAT, any other charges/taxes/VAT mentioned at any other place/document/letter by the bidder/supplier shall also for not be considered evaluation as well as award.

8. 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 will be made in the following manner:

- i. **For BOQ item at Sr. 1 i.e. AMC of Corporate Website (www.sapdc.com.np)**, Payment shall be made half yearly on submission of Invoice complete in all respect and certification of work to the satisfaction of the Engineer/Officer-in-charge.

- ii. **For Sr. 2 & 3 of BOQ, i.e. Hosting and SSL renewal of Corporate Website (www.sapdc.com.np)**, Payment shall be made after its renewal on yearly basis and issuance of work satisfaction certificate by Engineer/Officer-in-charge and on submission of invoice.
- iii. **For Sr. 4 of BOQ i.e. Migration Charge**, Payment shall be made after migrating the data and issuance of work satisfactory certificate by Engineer/Officer-in-charge and on submission of invoice (For new vendor only).

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

- a. Earnest Money Deposit (EMD) amounting to **NPR 7,200/-** shall be submitted in the shape of **Bank Draft** (in original)/**Manager Cheque** (in original) in the name of **SJVN ARUN-3 POWER DEVELOPMENT CO. PVT LTD** payable at Khandbari, Nepal/**FDR** (in original) (duly pledged in in the name of **SJVN ARUN-3 POWER DEVELOPMENT CO. PVT LTD** payable at Khandbari, Nepal.

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)) 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 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 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 delay in response on emergency call service (i.e. after 24 hrs. from the intimation through call/email) compensation amount @ NPR 1000 per occasion per day shall be deducted and subject to maximum 5% of 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.

13.2 The Performance Security Deposit shall be in one of the following forms:

Bank Draft (in original) /Manager Cheque (in original) in the name of **SJVN ARUN-3 POWER DEVELOPMENT CO. PVT LTD** payable at Khandbari, Nepal.

Or

FDR (in original) (duly pledged in favour of **SJVN ARUN-3 POWER DEVELOPMENT CO. PVT LTD**.

Or

An irrevocable valid and fully enforceable Bank Guarantee (in original) from a Commercial (Class A) bank of Nepal in favour of **SJVN ARUN-3 POWER DEVELOPMENT CO. PVT LTD** acceptable to SAPDC. The said Bank Guarantee should be as per the format provided in tender document, which shall be valid till **60 (Sixty) days beyond contract completion period**.

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. **Engineer/Officer-in-Charge(EIC/OIC):** Post award correspondences regarding execution, Payment etc. of work shall be addressed to the following, who or his authorized representative shall be Engineer/Officer-in-Charge of this assignment:

CE (Elect./IT),
Satluj Bhawan, Arun Sadan,
SAPDC, Tumlingtar,
Distt. Sankhuwasabha, Nepal.
(Mobile No.: 9852058010)
Email: it.sapdc@sjvn.nic.in

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 <https://sjvn.nic.in> and <https://sapdc.com.np>. The bidders may keep watch on the said portals.
18. SAPDC reserves the right to reject any or all the tenders without assigning any reason thereof.

19. 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.
20. 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)		

21. **General Information:**

Access to Project Sites:

To reach the site of Lower Arun 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.

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.lahep@sjvn.nic.in

Bill of Quantities (BOQ)

NAME OF WORK: (PPR-224/2026) “Annual Maintenance of website, hosting of 10 GB webspace & SSL of corporate website (www.sapdc.com.np) of SAPDC, Sankhuwasabha, Nepal.”							
Sr. No	Description	Unit	Qty.	Rate (NPR) Including VAT.		Amount (NPR) Including VAT	
				In Figures	In Words		
1.	Annual Maintenance of corporate Website for a period of two years	Year	2				
2.	Yearly renewal of web hosting of 10 GB web space for a period of two years	Year	2				
3.	Yearly renewal of secure socket Layer SSL for website for a period of two years	Year	2				
4.	Migration Charge	Job	1				
Total Amount (NPR) Including VAT							
Overall Discount offered, if any (%)						In figures	In words
Net Amount after offered discount (NPR) Including VAT							

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 (NPR) Including of VAT & all other taxes & duties, Transportation, Installation, Commissioning & testing etc. charges mentioned at any other place/document/letter by the bidder/supplier shall also for not be considered evaluation as well as award.

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

The scope of works shall include Annual Maintenance, Hosting & SSL Renewal and Version Upgrade of corporate website (www.sapdc.com.np) of SAPDC, Nepal as per the following:

1. Annual Maintenance of corporate website (www.sapdc.com.np) of SAPDC, Nepal (for a period of two years).
2. Renewal of Web Hosting of 10GB Web Space (for a period of two years)
3. Renewal of SSL for website secure (for a period of two years)
4. Monitoring and observation of the website for smooth functioning.
5. Maintenance of website bandwidth.
6. Hosting Support
7. Server Monitoring
8. Space observation and maintenance
9. Minor changes/updates such as fonts, color, content and others
10. Email/ Telephonic support whenever required
11. Content management support
12. Admin support
13. Cpanel update and security update
14. Technical support.
15. Regular backup of website and database.
16. Hosting the source code provided by SAPDC and Data migration from the existing hosting server (vendor). (For new vendor only)

FORM OF DECLARATION (PPR-224/2026)

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 **“Annual Maintenance of website, hosting of 10 GB webspace & SSL of corporate website (www.sapdc.com.np) of SAPDC, Sankhuwasabha, Nepal (PPR-224/2026)”** 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:

BANK ACCOUNT DETAILS (PPR-224/2026)

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)

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 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 on25.... with you for the work of **“Annual
Maintenance of website, hosting of 10 GB webspace & SSL of corporate website
(www.sapdc.com.np) of SAPDC, Sankhuwasabha, Nepal (PPR-224/2026)”**.

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 *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:.....]