



Ref. No.: SAPDC/P&C/Arun-3HEP/PPR-233/2026-644

Date: 04.10.2026

NOTICE INVITING QUOTATIONS (NIQ)

SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC) (the Employer) invites online e-tenders on Open Tender Basis from Bidder/ authorised distributor/channel partner/ reseller of Nepal through e-portal: <https://etender.sjvn.co.in/SRMLLogin/SRMLLogin.jsp> for **“Renewal of Fortinet FortiGate Firewall license of SAPDC Office, Tumlingtar for 03 (Three) Years (PPR-233/2026)”** 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’
6.	Related Party Declaration (Third Party/ Counter Party)	Refer Annexure ‘F’
7.	Related Party Declaration-Employee	Refer Annexure ‘G’
8.	Documents checklist	Refer Annexure ‘H’

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 be, as an individual or as a partner in JV, banned/ de-listed/ black-listed/ debarred from business by any PSU/Govt. Deptt. /SAPDC/SLPDC in Nepal and India 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) The firm/bidder should be an authorized distributor/channel partner/reseller for the offered FortiGate Firewall License/Subscription Renewal. In addition to the above, a supplier dealing in IT & Electronic Equipment and related products/services may participate in the bidding, subject to furnishing a certificate from authorized distributor/channel partner/reseller for this particular work/assignment.

3. **Submission of Bid:-**

The key particulars/details and dates of this invitation are as under:

Last date and time for availability/downloading of Bid document on website <u>https://etender.sjvn.co.in</u>	On or before 27.10.2026 (1530 Hrs.)
Deadline for submission of online bids	Online submission: 27.10.2026 (1530 Hrs.)
Deadline for submission of Offline Bids	02.11.2026 (1730 Hrs.)
Date & time for Bid opening	Part-I (Techno-commercial Bid): Online bid opening: 27.10.2026 (1600 Hrs.) Part-II (Price Bid): Online bid Opening shall be notified later on, separately on following websites: <u>www.sapdc.com.np</u> <u>https://sjvn.nic.in</u> <u>https://etender.sjvn.co.in</u> (Only i.r.o. the bidders meeting the specified qualifying criteria and also whose Techno-commercial Bids are found responsive
Venue for opening of bid proposals	O/o Chief Engineer (P&C), SAPDC, Arun-3 HEP, Satluj Bhawan, Arun Sadan, Tumlingtar, Distt. Sankhuwasabha, Nepal Ph. +977-29-575154 E-mail Address: <u>pnc.sapdc@sjvn.nic.in</u>

3.1 **PREPARATION, UPLOADING AND SUBMISSION OF BIDS:**

Interested bidders have to register themselves on the e-portal i.e., <https://etender.sjvn.co.in/SRMLLogin/SRMLLogin.jsp> for downloading of Bid Documents, submission of bids etc. The details of registration process, bidding process etc. and bidder Manual is attached with the tender document.

Further, Amendments/Corrigendum /Notification (if any) shall be issued only on above mentioned websites.

Tender documents may be downloaded from <https://etender.sjvn.co.in/> www.sapdc.com.np after that tender shall be submitted online following the instructions given in Bidder's Manual. Bids shall be submitted online in single stage with contents indicated in **Clauses 4 of NIQ**. In the first Envelope, Qualification Particulars and Techno-commercial Bid shall be submitted. The Techno-commercial bid of only those bidders who meet the qualifying criteria shall be evaluated.

After Techno-commercial evaluation, the Price Bids of Bidders whose Techno-commercial proposals are found responsive shall be opened. The bid should be serially numbered and properly indexed mentioning all constituents of bid including any enclosures/attachments etc. and their location page numbers in the bid.

Failure to submit the bid in systematic manner as above may result oversight of any important information provided by the bidder for which SAPDC shall not be responsible.

The Envelope-I and Envelope-II are to be uploaded online only.

4. **Contents of Bid:**

a) Online Submission: Envelope–I Bid (Qualification Particulars and Techno commercial Bid) shall contain the following: -

The following documents (*max. size of each attachment is 5MB*) may be scanned & uploaded on the portal as per table given below:

S. N.	Description of Documents	Name of File to be uploaded on the portal
1.	Earnest Money Deposit (EMD) – scanned copy of the instrument or proof of transfer (as per Clause 13 of NIQ)	EMD Pdf
2.	The firm shall submit PAN/VAT/Registration certificate and copy of AOA & MOA in case of company registration and POA in favour of authorized signatory.	Company Profile & POA Pdf
3.	Authorization certificate supporting with requisite Documents for meeting out criteria laid down at Sr. No. 2 (i) of clause 2 of NIQ.	Authorization Certificate PDF
4.	Form of declaration as per <i>Annexure ‘C’</i>	<i>Annexure ‘C’ Pdf</i>
5.	Bank Account Details as per <i>Annexure ‘D’</i>	<i>Annexure ‘D’ Pdf</i>
6.	Undertaking regarding Declaration of Eligibility as per <i>Annexure ‘E’</i>	<i>Annexure ‘E’ Pdf</i>
7.	Related Party Declaration (Third Party / Counter Party) as per <i>Annexure ‘F’</i>	<i>Annexure ‘F’ Pdf</i>
8.	Related Party Declaration-Employee as per <i>Annexure ‘G’</i>	<i>Annexure ‘G’ Pdf</i>
9.	Documents checklist as per <i>Annexure ‘H’</i>	<i>Annexure ‘H’ Pdf</i>

- The various documents are to be uploaded with the help of ‘MAP’ link provided at the relevant section of the portal.
- Bidder may put three (03) characters suffix for each file preceded by an ‘underscore’ for their identification. (Example- poa_xyz.pdf).
- In case more file is to be uploaded under the same head Numeric suffix may be put by the bidder. (Example - poa1_xyz.pdf, poa2_xyz.pdf, poa3_xyz.pdf.....).

- d. For uploading any additional documents bidder may decide the name of file with prefix as 'other' succeeded by 'underscore' and suffix as name of document in short. (Example – other ISO certificate1_xyz.pdf, otherwise certificate2_xyz.pdf).
- e. For other types of files supported on the portal, please refer the related provisions on the portal.

b) Online Submission: Envelope-II (Price Bid) shall contain the following:

Price bid (BOQ):-

Price bid (BOQ) Under Envelope-II shall be submitted as per **Annexure-A of NIQ** document through SJVN e-portal i.e. <https://etender.sjvn.co.in/RMLogin/SRMLLogin.jsp> only (by filling price part in electronic form/template & uploading soft/scanned copy of Duly filled, Signed & stamped of bid form, if any, under Envelope-II) (i.e., not in Hard copy), any other mode of submission of price bid part shall not be accepted.

The Price Bid should be duly filled in electronic form in conformity with the tender specification on the portal only. The BoQ is to be filled in for filling rates of the items to be filled in by the Bidder. The calculation of amount by multiplying the quantities with the rates filled in by the bidder, sub-totals, total etc. shall be done by formulae already provided in electronic form. Where ever price for an item is left blank, in the BOQ, it shall be deemed to have been included in other items. In case of any discrepancy in the calculations, the rates shall be considered final and the amount calculated by using the same shall be corrected and considered as final. Further, in case of discrepancy in the total corresponding to addition or subtraction of sub-totals, the sub-totals shall prevail and total shall be corrected.

5. Bill of Quantities (BOQ):

- 5.1 Unless stated otherwise in the Bid Documents, the Contract shall be for the whole supply as described in Scope of work, based on the unit rates and prices in the BOQ at (**Annexure-A**) submitted by the bidder.
- 5.2 The bidder shall fill in rates and prices for all items described in the BOQ at (Annexure-A). A bid with a blank, Nil or Zero rate against the BOQ item shall be treated as non-responsive. The bidder shall offer rates in BOQ on portal <https://etender.sjvn.co.in/SRMLLogin/SRMLLogin.jsp>.

Any indication of BOQ in Part-I of bid shall lead to outrightly rejection of bid.

6. Offline Bids Submission:

Bidders shall also submit the following hard copies of documents in an Envelope by the due date and time as mentioned in **clause 3 of NIQ**. The envelope received late or after the prescribed due date and time will not be entertained. SAPDC will not be responsible for any postal delay.

- (i) EMD (in original), if submitted as Bank Draft/Manager Cheque/FDR/Bank Guarantee.
- (ii) Original Power of Attorney

7. Deadline for offline Submission of Bids:

Complete Bids must be uploaded at the portal. Offline bids (hard copies of the documents) mentioned in **Clause 6 of NIQ** must be received by the Employer at the address O/o Chief Engineer (P&C), Arun Sadan, Arun-3 HEP, SAPDC, Tumlingtar,

Distt. Sankhuwasabha, Nepal no later than the time and date stipulated in the tender document. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the hard copy of the documents will be received up to the specified time on the next working day.

8. **Opening of Bid:**

- 8.1 The Employer will open the Bids in the presence of Bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the clause 3 of NIQ. The Bidders' representatives who are present shall sign a register evidencing their attendance. No Bid shall be rejected at the Bid opening except for the late Bids submission.
- 8.2 Bidders may also view tender opening online on the portal at their end. The date of opening of Price Bids shall be intimated separately to all the techno-commercially responsive bidders. Price Bids shall be opened on due time, date and place as specified in invitation letter by the Employer. Price Bids of the Bidders whose Bids not found Techno-commercially responsive shall not be considered for opening and shall not be considered at all any further.
- 8.3 At the time of opening, all important information and any such other details as the Employer may consider appropriate, will be announced by the Employer. This shall include but may not be limited to the Bidders' names, the Bid Prices including deviations, any discounts and the presence (or absence) of bid security.

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

10. **Contract period:**

- a. Supply of Firewall License shall be within 30 days from the date of issuance of LOA.
- b. The Contract Period shall be for Three (03) Years. The Period of contract shall be extended on mutual basis for a period of one (01) year on the same rate, terms & conditions, if the service provided by the firm is found satisfactory.

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

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

- i. 80% (Eighty Percent) payment of contract price shall be paid after submission/supply of License and issuance of inspection report by OIC/EIC.
- ii. 20% (Twenty Percent) payment of contract price shall be paid after successful installation and validation of the License and issuance of work completion certificate by OIC/EIC.

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

- a. An Earnest Money Deposit (EMD) amounting to NPR 28,100/- shall be submitted in any one of the following forms:
- i. Bank Draft (in original)/Manager Cheque (in original) in the name of **SAPDC NPR CONSTRUCTION ACCOUNT** payable at Khandbari, Nepal.
- Or
- ii. FDR (in original) (duly pledged in favour of **SAPDC-NPR CONSTRUCTION**

ACCOUNT).

Or

- iii. Bank Guarantee (in original) in favor of **SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC)** acceptable to SAPDC for an amount as mentioned above. The BG shall be in the format provided in **Annexure-I** of NIQ.

Or

- iv. Alternatively, Payment against EMD may also be made directly in the account of SAPDC as below. However, proof of same (swift statement/ transfer statement/ account statement) 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 shall be responsible to ensure the receipt of net amount (excluding bank transfer charges) in above account before last date of submission of bids.

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 16.
- f. No interest shall be payable by SAPDC on EMD.

14. **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 the Bidder quotes a Zero/Nil/Blank/(-) rate against the BOQ item, the bid shall be treated as non-responsive.
15. **Liquidated Damages (LD):**
In case of delay in supply of Firewall License beyond the period stipulated in clause 10(a), LD @ 0.5% of Contract Price per week and part thereof shall be levied, reckoned from the 31st day after the issuance of LOA subject to maximum of 10% of the contract price.
16. **Performance Security Deposit:**
- 16.1 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
 - 16.2 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 Arun3 Power Development Company Private Limited.
 - 16.3 Failure of the successful Bidder to comply with the requirements of **Clause 16.1** shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money Deposit. He may also be debarred from participating in bids invited by the Project for one year.
 - 16.4 The respective 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.
 - 16.5 In case of delay in submission of performance security beyond 28 days as provided in clause 16.1 above, interest @ SBI, India one year MCLR +200 Basis points applicable on the date of bid submission shall be charged on per day basis up to the date of delay in submission. However, delayed acceptance beyond 56 days shall be at the sole discretion of SAPDC and Letter of Acceptance/ award (LOA) shall be subject to cancellation and forfeiture of EMD along with other suitable action as per NIQ.
 - 16.6 In case, the last day of submission of Performance Security happens to be a bank holiday, the last day of submission shall be the next working day.
 - 16.7 The notification of Award (NOA)/Letter of Acceptance (LOA) will constitute the formation of the Contract and further subject only to the furnishing of a performance security.
17. **Engineer/Officer-in-Charge (EIC/OIC):** Shall be conveyed at the time of award.
18. **Modification and withdrawal of Bid:**
The Bidder may modify, substitute, or withdraw his bid after its submission but in any case, before the official deadline for submission as per the provisions at the portal.

Any alteration/ modification in the Bid or additional information supplied subsequently to the Bid Due Date and time, shall be disregarded.

Withdrawal of a Price Bid during the interval between the deadline for submission of Bids and expiration of the period of Bid validity specified in **Clause 11** shall result in the forfeiture of the Bid Security hereby.

19. **Clarification of Bids:**

During evaluation, the SAPDC may, at its discretion, ask the bidder for any clarification of its Proposal. The request for clarification and the response shall be in writing, and no change in the price or substance of the Proposal shall be sought, offered or permitted.

20. **Language of the Bid:**

All information in the Bid, correspondence and supporting documents, printed literature related to the Bid shall be in English. In case of documents being in language other than English, translated copies shall be submitted with the bid. In the event of any discrepancy in meaning, the English language copy of all documents shall govern.

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

Name	Designation	Contact No.	Address
Er. Sudeep Kumar Bhargava	CE (P&C)	Ph. No.: +977-029-575154	Arun-3 HEP, SAPDC, Satluj Bhawan, Arun Sadan, Tumlingtar, Distt. Sankhuwasabha, Nepal.
Er. Ankush Sharma	Sr. Manager (P&C)	E-mail Address: pnc.sapdc@sjvn.nic.in	

Bidders may also seek clarification on the terms and conditions mentioned in the NIQ document by the last date of bid submission through email pnc.sapdc@sjvn.nic.in. The Employer shall convene a Pre-Bid Meeting, if deemed necessary, to respond to the clarification requests received from the bidders. A separate notice regarding calling of Pre bid meeting will be issued on website, if required. Further, if it is determined that clarifications sought are necessary/required for this NIQ, the clarifications/corrigendum shall be issued accordingly. Any clarification requiring an amendment to the bid document shall be issued as Corrigendum/Addendum, which shall be uploaded on websites www.sapdc.com.np, <https://sjvn.nic.in> & on portal <https://etender.sjvn.co.in> where all prospective Bidders may also see the extended deadline. It is advised that bidders shall visit the above website regularly.

SAPDC shall not be obliged to respond to any request for clarifications received later than the above period. Further, mere request for the clarification from the bidders shall not be ground for seeking extension in the deadline for submission of bids.

22. **Corrupt or Fraudulent Practices:**

The Employer requires the bidders/Contractors under this contract observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer:

- (a) defines, for the purpose of these provisions, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting anything of value to influence the action of a public official in the procurement process or in contract execution; and

- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to be detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- (b) will reject a Bid for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (c) will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

23. **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.

Courts of Chainpur (Nepal) shall have exclusive Jurisdiction for adjudication upon the dispute arising out of the subject cited contract between the parties.

- 24. The contract shall be governed by and interpreted in accordance with the laws in force in Nepal.
- 25. SAPDC reserves the right to cancel / withdraw the NIQ without assigning any reason thereof and shall bear no liability whatsoever consequent upon such a decision.
- 26. More than one bid from the same bidder shall disqualify the bidder from participation in the bid.

27. **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.

- 28. For any enquiry/clarification for registration, e-tendering system linked with technical issue/support, the Bidder may contact the persons as per link below:

Name	Phone No.
Mainak Ghosh	9702508617 / +919038875076 [Whatsapp Only]

Annexure-‘A’

(To be filled online on e-tendering portal only)

Name of Work: - (PPR-233/2026) “Renewal of Fortinet FortiGate Firewall license of SAPDC Office, Tumlingtar for 03 (Three) Years.”					
Sr. No.	Description of Item	Qty.	Unit	Rate (in NPR including all taxes & VAT)	Amount (In NPR including all taxes & VAT)
				(For 3 years) In figures	
(A)	(B)	(C)	(D)	(E)	G= (C) x (E)
1.	Fortinet Fortigate 100F Standard UTP License for 3 Years	1	Job		
Total Amount (in NPR including all taxes & VAT)					
Overall Discount (if any) %					
Net Amount after offered discount (in NPR including all taxes & VAT)					

Date:

Place

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

SCOPE OF WORK

NAME OF WORK: (PPR-233/2026) “Renewal of Fortinet FortiGate Firewall license of SAPDC Office, Tumlingtar for 03 (Three) Years”.

- Supply of One (01) Fortinet FortiGate 100F Standard UTP License/Subscription for a period of three (3) years, including IPS, Antivirus/Advanced Malware Protection, Web Filtering, DNS Filtering, and Firmware Updates, as provided by Fortinet. The subscription shall include all necessary security updates, signature/database updates, software/firmware updates, and technical support for the entire three-year subscription period.

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 **“Renewal of Fortinet FortiGate Firewall license of SAPDC Office, Tumlingtar for 03 (Three) Years (PPR-233/2026)”** 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 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-233/2026)

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(PRP-233/2026)

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/SLPDC in Nepal & India 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_____

Related Party Declaration - Third Party / Counterparty

Name of counterparty:

Address:

PAN:

CIN/Registration No.

Nature of Transaction:

NIT/LOA/PO/MoU/Other reference No. (if any);

Declaration

It is hereby declared that the above-named counterparty:

1. is/is not a Related Party of SJVN Limited within the meaning of Section 2(76) of the Companies Act, 2013 and Indian Accounting Standard (Ind AS)-24.
2. In case the counterparty is a Related Party, the details are as under.

A. Nature of Related Party Relationship **(tick/specify, as applicable):**

- Director of SJVN Limited
- Key Managerial Personnel of SJVN Limited
- Relative of Director / KMP of SJVN Limited
- Entity in which Director / KMP or their relative is partner/ Director/ has control/ significant influence
- Subsidiary/Associate / Joint Venture of SJVN Limited
- Any other relationship (please specify):

B. Person(s) / Entity(ies) with whom the related party relationship exists

Name of Person / Entity:

Designation/Position/Role/Association with SJVN Limited: Relationship:

3. Any change in the above particulars shall be promptly informed in writing.

For and on behalf of:

Signature:

Name:

Designation:

Date:

Place:

Related Party Declaration - Employee

Name of Employee/ Candidate:

Employee Code/ Registration/Application no

Designation/ Post Applied For:

Declaration

It is hereby declared that:

1. The employee/ candidate does/does not have any relationship that qualifies as a Related Party relationship with SJVN Limited.

[In case of existence of a Related Party relationship, the details are as under]

A. Nature of Relationship (tick/specify, as applicable):

- Relative of Director/KMP
- Any other relationship (please specify)

B. Person(s) with whom the related party relationship exists:

Name of Person:

Designation/ Position / Role /Association with SJVN:

Limited Relationship:

2. Any change shall be promptly intimated.

Signature of Employee/ Candidate:

Name:

Date:

Place:

Documents Checklist**(To be filled by Bidder and shall be enclosed in PART-I (ENVELOPE-1) of Bid)****(Online bid)**

Sr. No.	Documents	Attached
		Yes/No
PART-I (ENVELOPE-1) Except Price Bid		
* No information regarding Price shall be enclosed in PART-1 (ENVELOPE-1)		
1.	Earnest Money Deposit (EMD) – scanned copy of the instrument or proof of transfer (as per Clause 13 of NIQ)	
2.	The firm shall submit PAN/VAT/Registration certificate and copy of AOA & MOA in case of company registration and POA in favour of authorized signatory.	
3.	Authorization certificate supporting with requisite Documents for meeting out criteria laid down at clause No. 2(i) of NIQ	
4.	Form of declaration as per <i>Annexure 'C'</i>	
5.	Bank Account Details as per <i>Annexure 'D'</i>	
6.	Undertaking regarding Declaration of Eligibility as per <i>Annexure 'E'</i>	
7.	Related Party Declaration (Third Party / Counter Party) as per <i>Annexure 'F'</i>	
8.	Related Party Declaration-Employee as per <i>Annexure 'G'</i>	
10.	Documents checklist as per <i>Annexure 'H'</i>	
Price Bid (To be submitted online only)		
1.	Price Bid (BoQ) as per Annexure-'A'	

FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(Refer clause 13 of NIQ)

WHEREAS _____(Name of Bidder) (hereinafter called “the Bidder”) has submitted his bid dated (date) for “**Renewal of Fortinet FortiGate Firewall license of SAPDC Office, Tumlingtar for 03 (Three) Years (PPR-233/2026)**” 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. Fails or refuses to furnish the Performance Security, in accordance with the NIQ.

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 above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date **135 days** after the deadline for submission of Bids as stated in the invitation to bid or as it may be extended by the SJVN Arun-3 Power Development Company Private Limited notice of which extensions(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____

SIGNATURE OF THE BANK _____

WITNESS_____

SEAL_____

(Signature, name and address)

Annexure-II

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT

(Refer clause 16 of NIQ)

Date:

To,

Name & Address of the Employer

We have been informed that(the "company"),
Having its [registered office at.....
has entered into an Agreement on2026 with you for the work of
**"Renewal of Fortinet FortiGate Firewall license of SAPDC Office, Tumlingtar for 03
(Three) Years (PPR-233/2026)"**.

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 herein above:

- (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:.....]