

एसजेवीएन अरूण-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 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-223/2025-37

Date: 11.01.2025

NOTICE INVITING QUOTATION (NIQ)

Sealed quotation is herewith invited by SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC/Employer) from the eligible Bidder/Suppliers of Nepal for **“Procurement of flood lights and accessories for the Power house of Arun III HEP. (PPR-223/2025)”**, as per the details provided here-in-below:

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

Terms & Conditions:

1. Eligible Bidders:

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

2. Minimum Qualifying Requirements:

- The firm/bidder should be manufacturer/authorised distributor/authorised supplier/authorised reseller for item (s) for which Bidder is submitting bid. In addition to above, the suppliers who deal in IT/Electronic equipments can also participate in bidding subject to furnishing of a certificate from authorised supplier/reseller/ manufacturer for this consignment.
- The technical specification of the offered Make/Brand/model of item (s) shall be equivalent or higher than the specifications mentioned under Technical Specifications. Further offered make/Brand shall be as per BOQ.

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 superscribed as under and these two envelopes should be enclosed in a single sealed envelope/cover superscribed as **“Procurement of flood lights and accessories for the**

Power house of Arun III HEP. (PPR-223/2025)” and submitted at the address of the undersigned and must reach this office through courier or by post or by hand on or before **03.02.2026 by 1530 Hrs.** and same shall be opened on **03.02.2026 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. Earnest Money Deposit (EMD) (as per Sr. No.10 of NIQ).
- 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. 2(a) above.
- iv. Bidder shall mention the make/brand for which rates have been quoted in BOQ.
- v. Duly filled in & signed ‘Form of declaration’ as per **Annexure-D**.
- vi. Bank Account Details as per **Annexure-E**.
- vii. Undertaking regarding Declaration of Eligibility as per **Annexure-‘F’**.

PART-II (Envelope-2):-

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

4. Opening of Bid:-

The bid shall be opened in the following sequence: -

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

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

6. Delivery/Completion Period: Completion period shall be 70 days to be reckoned from date of issuance from Supply Order/Letter of Acceptance (LOA) including Supply & transportation etc. complete in all respect as per scope of work.

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

8. Prices:

- i. The Bidder/Suppliers shall offer rates & prices “on Firm Price Basis”.
- ii. The quoted rates for item(s) under **Annexure-A ‘BOQ’** shall be inclusive of taxes/duties/VAT, Freight, Transit Risk Insurance, Packing, forwarding, loading/unloading, supply & transportation charges etc. complete as per scope of work and nothing extra shall be payable by SAPDC on account of above.
- iii. Any statutory variation in the rate of taxes after the last date of submission of bid (if any), during the currency of the contract including extension thereof shall be reimbursed/adjusted on production of documentary proof.
- iv. Rates and Offered discount (if any) should be filled in both figures and words. In case of ambiguities in between the rate/ Offered discount in figures and the rate/ Offered discount in words, the rate/Offered discount quoted in words shall prevail and the amount shall be corrected accordingly. The SAPDC reserves the right to adjust arithmetical or other errors in any tender/quotation in the way which it considers suitable.
- v. Further, only unconditional discount offered at appropriate place in the BOQ shall

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.

- vi. The percentage (%) offered discount should preferably be filled in both figures and words. However, if bidder do not choose to offer any discount on their quoted rate(s) i.r.o any/all item(s) of Bill of Quantities (BOQ) at Annexure-A, then the bidder may mention the same as Nil.

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

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

10. Earnest Money Deposit (EMD):

- a. An Earnest Money Deposit (EMD) amounting to **NPR 15,400/-** 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 Kandhari, Nepal.

Or

- ii. **FDR** (in original) (duly pledged in favour of SAPDC-NPR CONSTRUCTION ACCOUNT).

Or

- iii. 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 before last date of submission of bids.

However, if Bidder/Firm opt for submission of Earnest Money Deposited (EMD)/Bid Security directly in the bank account of SAPDC, then the documentary evidence/proof of same (swift statement/ transfer statement/ account statement) has to be submitted along with technical bid in Part-I.

Any bid not accompanied by an acceptable Earnest Money Deposit shall be declared non-responsive and outrightly rejected by the Employer and their Part-II (Price Bid) bid shall not be opened.

- b. EMD of the bidder shall be forfeited:

- i. If bid withdrawn or amends its bid or impairs or derogates from the bid in any respect in the interval between the bid submission deadline and the expiration of the bid validity period.
- or
- ii. Adopts corrupt or fraudulent practices
- or
- iii. Does not accept the correction of the Bid Price.
- or
- iv. EMD of the successful bidder(s)/supplier(s) shall be forfeited, in the event of non-compliance of Supply Order/Letter of Acceptance (LOA).
- or
- v. In the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Performance Security Deposit.
- c. Bidder may modify or amends its bid or withdraw its bid after submission and before the prescribed deadline for bid submission.
- d. The EMD of unsuccessful Firm(s)/Agency(ies) shall be released within 30 days without any interest after declaration of non-responsive. Further, EMD of responsive bidders (other than L1 bidder) shall be released within 30 days without any interest after the issuance of Letter of Acceptance of successful Firm(s)/Agency(ies).
- e. The EMD of the successful bidder shall be released within 28 days after submission of performance security, required to be submitted in terms of NIQ Clause 13 or after retention of amount as per NIQ Clause 9 (ii) (as the case may be).
- 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 not quoted the rate(s) for that item(s) in any other item(s) of the BOQ. In that case Zero (0) rate(s) shall be considered for the purpose for evaluation as well as award.

12. LD Charges/Penalty:

In case of delayed delivery, LD @ 0.5% of contract price per week of delay in completion shall be levied subject to maximum of 10% of the contract price (cumulative or individual LD in terms of clause at Sr.No.12 & at Sr.No.15).

In case the supplier fails to supply the materials within 88 days from the date of issue of supply order, SAPDC reserves the right to terminate the supply order and EMD shall be forfeited.

13. Performance Security Deposit:

- 13.1 Within 28 (twenty-eight) days from the date of issue of the Letter of Acceptance (LOA), the successful bidder(s) shall deliver to the Employer a Performance Security equal to **5% (Five percent)** of the Contract Price valid till 60 days beyond successful completion of Guarantee/warranty period in terms of clause 17 of NIQ.
- 13.2 The Performance Security Deposit shall be in the form of a demand draft / Banker Cheque in favor of “**SAPDC-NPR Construction Account**” payable at Khandbari/ FDR (duly pledged in favor of **SJVN Arun-3 Power Development Company Private Limited (SAPDC)**)/The bidder may submit the same in the form of

irrevocable, valid and fully enforceable Bank Guarantee in favor of **SJVN Arun-3 Power Development Company Private Limited (SAPDC)** in the prescribed form (Ref: Annexure-I) from a Class A bank situated in Nepal acceptable to SJVN Arun-3 Power Development Company Private Limited.

- 13.3 Failure of the successful Bidder to comply with the requirements of Clause 13.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money Deposit. He may also be debarred from participating in bids invited by the Project for one year.
- 13.4 The performance guarantee will be returned by the EIC (Engineer-in-Charge)/Officer-In-Charge (OIC) to the contractor/Supplier within 28 days after completion of contract without any interest, after completion of Guarantee/warranty period in terms of clause 17 of NIQ.
- 13.5 In case of delay in submission of performance security beyond 28 days as provided in clause 13.1 above, interest @ SBI, India one-year MCLR +200 Basis points applicable on the date of bid submission shall be charged on per day basis up to the date of delay in submission. However, delayed acceptance beyond 56 days shall be at the sole discretion of SAPDC and Letter of Acceptance/ award (LOA) shall be subject to cancellation and forfeiture of EMD along with other suitable action as per NIQ.
- 13.6 In case, the last day of submission of Performance Security happens to be a bank holiday, the last day of submission shall be the next working day.
- 13.7 The notification of Award (NOA)/Letter of Acceptance (LOA) will constitute the formation of the Contract and further subject only to the furnishing of a performance security.

14. Packing: The supplier, wherever applicable shall properly pack and stack all materials/goods in such a manner as to protect them from deterioration and damage during transportation. The supplier shall be responsible for all damage due to improper packing.

15. Replacement: If the material/goods or any portion thereof is damaged or lost during transit, SAPDC shall give notice to the supplier setting forth particulars of such material/goods damaged or lost during transit. The replacement of such material/goods shall be affected by the supplier within 35 days (reckoned from the date of notice given by SAPDC to the supplier), to avoid unnecessary delay in the intended usage of the materials free of cost to the SAPDC.

Further, if replacement shall not be made within the above said time, then the additional LD @ 0.5 % of contract price per week of delay shall be levied.

The levied LD shall be subject to maximum of 10% of the contract price (cumulative or individual LD in terms of clause at 12 & 15 of NIQ).

16. Rejection: In the event that any of the material/goods supplied by the supplier is found defective in material or workmanship or otherwise not in conformity with the specification, SAPDC shall either reject the material/good(s)/Item(s) or request the supplier in writing to rectify/replace the same. The supplier, on receipt of such notification shall rectify/replace (As directed by the OIC/EIC) the defective material/good(s)/item(s) free of cost to the SAPDC. Decision of OIC/EIC (SAPDC) shall be final and binding on the supplier(s).

17. Guarantee/Warranty (if applicable): Guarantee/Warranty shall be minimum of one (01) year from the date of delivery and inspection at SAPDC, Nepal or as per the Policy

of Original Equipment Manufacturer (OEM), whichever is higher. In case of any complaint/repair required during Guarantee/ Warranty period, the vendor/ supplier will respond within Seven days and ensure rectification within two weeks' time from the date of lodging of complaint. The supplier shall either rectify or replace the defective item(s)/material(s) free of cost to SAPDC within Guarantee/Warranty period.

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

18. Demurrage, Wharfage etc.: All demurrage, wharfage and other expenses incurred due to delayed clearance of the material/goods or any other reason shall be on the account of the supplier.

19. 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 Engineer/Officer-in-Charge (EIC/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 shall be provided during the period of occurrence of Force Majeure event. However, no cost compensation shall be provided.

20. Inspection: Inspection, if required, of the item(s)/material shall be carried out by OIC or his authorized representative at Store/ locations as mentioned in the BOQ/Scope of Work. OIC shall ensure the specification(s), make/brand/model (If applicable) of the supplied item(s) is/are as per NIQ/LOA.

21. Consignee: The material/ goods under this Contract shall be dispatched to Consignee at address mentioned below:

HoD (Store) shall be the consignee for this contract and payment and other codal formalities shall also be done through HoD (Store) for all the material. The address of consignee shall be as following:

HoD (Store),

Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar,
Distt. Sankhuwasabha, Nepal.

(Contact No.: 029-575143)

Email: store.sjvnnepal@sjvn.nic.in

22. Resolution of Dispute: In case of any dispute or difference that arises out of the subject cited supply, the same shall be referred to the Sole Arbitrator, who shall be appointed by the CEO, Arun-3 HEP, SAPDC, Tumlingtar. The award of the arbitrator shall be final and binding on both the parties.

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

23. Corrigendum/Addendum, if any to NIQ shall be uploaded only on web portals

<https://sjvn.nic.in> or <https://www.sapdc.com.np>. The bidders may keep watch on the said portals.

- 24.** SAPDC reserves the right to reject any or all the tenders without assigning any reason thereof.
- 25.** For any enquiry/clarification for submission of bid and any other information, the Bidders may contact to:-

Name	Designation	Contact No.	Address
Sudeep Kumar Bhargava	Chief Engineer (P&C)	Tel no: +977-029-575154	Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal.
Kriti Swaroop	DGM (P&C)		

26. General Information:

To reach the site of Arun-3 HEP Nepal the nearest broad-gauge railway station is Jogbani, Bihar (India) and further by road up to Tumlingtar is about nearly 264 Km. Jogbani in Bihar is a city of India with Nepal border and is just 6.00 Km. from Biratnagar (a major industrial town of Nepal).

Road conditions in different road segment en-route are as under:

- Biratnagar to Hile: Hile is located at a distance of 108 Km from Biratnagar and the existing road up to Hile is black topped road in good condition.
- Hile-Pakhribas-Tumlingtar: This route is about 55 Km and the road fully is black topped.
- Tumlingtar is also connected to Kathmandu by air by around thirty- five minute's 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.sapdc@sjvn.nic.in

Bill of Quantities (BOQ)**Name of Work :-** (PPR-223/2025) "Procurement of flood lights and accessories for the Power house of Arun III HEP."

Sr. No.	Description of Items	Acceptable Makes/ Brands	Unit	Qty.	Offered Make/Brand/ Model to be filled by the bidder	Rate (NPR) (Inclusive of all taxes & duties, VAT & Supply, transportation charges etc.)		Amount (NPR) (Inclusive of all taxes & duties, VAT & Supply, transportation charges etc.)
						In Figures	In Words	
1.	Flood Light (100W) (Technical Specification: As per Technical Specification Sheet- Annexure 'B')	Any Reputed Make	Nos	50				
2.	Electrical Cable 2.5 Sq mm (Technical Specification: As per Technical Specification Sheet- Annexure 'B')	Any Reputed Make	mtrs	1000				
3.	Electrical Cable 1.5 Sq mm (Technical Specification: As per Technical Specification Sheet- Annexure 'B')	Any Reputed Make	mtrs	1000				
4.	32A DP MCB (Technical Specification: As per Technical Specification Sheet- Annexure 'B')	Any Reputed Make	Nos	10				
5.	64A DP MCB (Technical Specification: As per Technical Specification Sheet- Annexure 'B')	Any Reputed Make	Nos	5				
6.	10A DP MCB (Technical Specification: As per Technical Specification Sheet- Annexure 'B')	Any Reputed Make	Nos	10				

	In Figures	In Words
Overall Discount offered, if any (%)		
Net Amount after offered discount (NPR) Including of all other taxes, duties & VAT and Supply, Transportation charges complete in all respect as per scope of work.		

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 **Including of all other taxes/duties/VAT, Freight, Transit Risk Insurance, Packing, forwarding, loading/unloading, Supply & Transportation charges etc.** any other charges/taxes/VAT mentioned at any other place/document/letter by the bidder/supplier shall not be considered for evaluation as well as award.
- 2) Offered Make/Model/Brand (If applicable) should be filled by the bidder for which quoting the rates.

Date:

For and on behalf of the bidder /Supplier

Place:

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

Technical Specifications Sheet

Sr.No.	Particulars	Specifications	Make
1	Flood Light(100W) for Outdoor application	<ul style="list-style-type: none">• Rating - 100 Watt LED,• IP protection - IP65 or above• Operating Voltage: 140-270V• Surge Protection: $\geq 4\text{kV}$• Life Span of LED used in luminaire shall be more than 30,000 hrs• Colour temperature: 6000K (± 500)• Efficacy: 100 lumens/watt or above• Certified: ISO or equivalent.• Finish Type: Powder Coated, Primary material Glass, Aluminium Body	Any reputed Make
2	Electrical Cable 2.5 Sq mm	2.5 Sq mm 1100V, PVC insulated, 2-core Multistrand Copper conductor, Red & Black Colour	Any reputed Make
3	Electrical Cable 1.5 Sq mm	1.5 Sq mm 1100V, PVC insulated, 2-core Multi-strand Copper conductor, Red & Black Colour	Any reputed Make
4	32A DP MCB	32A,415V AC, DP, 10KA	Any reputed Make
5	64 A DP MCB	64A,415V AC, DP, 10KA	Any reputed Make
6	10 A DP MCB	10A,415V AC, DP, 10KA	Any reputed Make.

SCOPE OF WORK

NAME OF WORK: “Procurement of flood lights and accessories for the Power house of Arun III HEP. (PPR- 223/2025)”

The scope is to supply LED Flood Lights (100 Watt), Electrical Cables (2.5 Sq mm & 1.5 Sq mm), and Double Pole MCBs (32A, 64A & 10A) as per BOQ (**Annexure- A**), to the consignee at the following address.

HoD (Store),
Satluj Bhawan, Arun Sadan,
SAPDC, Tumlingtar,
Distt. Sankhuwasabha, Nepal.
(Contact No.: 029-575143)
Email: store.sapdc@sjvn.nic.in

FORM OF DECLARATION (PPR-223/2025)

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 “**Procurement of flood lights and accessories for the Power house of Arun III HEP. (PPR- 223/2025)**” 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)

Email Address:

Contact No:

BANK ACCOUNT DETAILS (PPR-223/2025)

Sr. No.	Particulars	#To be filled by bidder
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,

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 **"Procurement of flood lights and accessories for the Power house of Arun III HEP. (PPR-223/2025)"**

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 Guarantee/Warranty period (if applicable)** (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.....]