



Request for Quotation (RFQ)

For

Procurement of Power Backup System in PMU

Ref: NP-MOLESS-384705-GO-RFQ-POWERBACKUP



Issued By: Ministry of Labour, Employment and Social Security
Prime Minister Employment Program
Youth Employment Transformation Initiative (YETI)

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Joint Secretary



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Joint Secretary



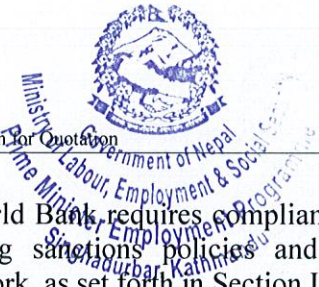
Section I. Invitation for Quotation

Name of the Office: Ministry of Labour, Employment and Social Security(MOLESS)
Prime Minister Employment Program (PMEP)
Youth Employment Transformation Initiatives (YETI)
Address of the Office: Singhadurbar, Kathamandu..





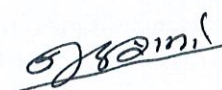
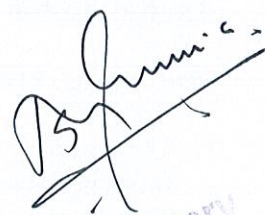
Invitation for Quotation for Procurement of Power Backup System in PMU

Date of Issue: 11 May 2024

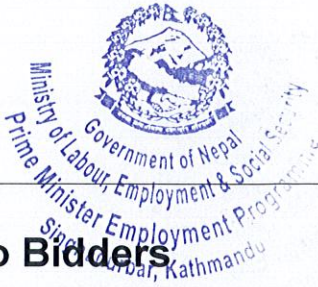
1. The Ministry of Labour, Employment and Social Security, PMEP, YETI has received financing from the World Bank (Bank) toward the cost of the Youth Employment Transformation Initiative IDA Loan No. P160696 and intends to apply part of the proceeds toward payments under the contract for “**Procurement of Power Backup System in PMU**”.
2. The MOLESS invites quotations from registered Suppliers for the supply, delivery and installation of **Power Backup System in PMU** to YETI project implemented by MOLESS.
3. The offers shall be valid until 25 June 2024.
4. Sealed Quotations are to be submitted in the form attached at Section IV Quotation Form and Price Schedules manually at project office Singhadurbar, Kathmandu.
5. The deadline for submission of Quotations is 15 days 26 May 2024 by 3:00 pm.
6. The address for submission of Quotations is:
Attention: Basant Bahadur Bohora, Under Secretary, MOLESS.
7. Quotations received after this deadline will be rejected.
8. The Sealed Quotations will be opened in the presence of Bidders' representatives who choose to attend at 26 May 2024 by 3:15 pm at the office of PMEP. Quotations must be valid for a period of 30 days after bid opening and must be accompanied by a bid security amounting to a minimum of NPR 35,000 (Thirty Five Thousand), which shall be valid for 30 days beyond the validity period of the bid (i.e. 25 July 2024). If bidder wishes to submit the Cash Security, the cash should be deposited in Deposit Account No.1960100102030000 at Rastriya Banijya Bank, Singhadurwar Branch and submit the receipt of the deposited amount of cash along with the Quotation.
9. If the last date of purchasing and /or submission falls on a government holiday, then the next working day shall be considered as the last date. In such case the validity period of the bid security shall remain the same as specified for the original last date of bid submission.
10. Bidders can download the bidding document and purchase the sealed quotation document from PMEP Website. Only upon the payment of non-refundable fee NPR: 1000 cash deposit the bids will be valid. The amount to be deposited at office account no. 1000100200010000, Rajaswa (revenue) Shirshak No: 14229 (Rastriya Banijya Bank, Singhadurwar Branch), Office Code no: 371003501.
11. The Purchaser reserves the right to accept or reject, wholly or partly any or all the Quotations without assigning any reason, whatsoever.



12. The World Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section IX.
13. In further pursuance of this policy, Suppliers shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to the RFQ and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

Joint Secretary



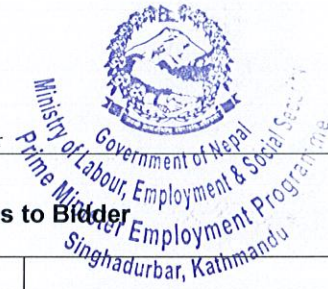
Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This section of the bidding documents should provide the information necessary for Interested Suppliers to prepare responsive bids, in accordance with the requirements of the Purchaser. It should also give information on bid submission, opening and evaluation, and award of Contract.

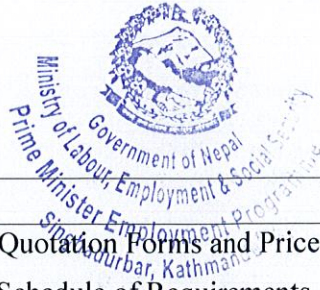
These Instructions to Bidders shall not be part of the Contract and shall cease to have effect once the Contract is signed.

Joint Secretary



Section II. Instructions to Bidder

<p>1. Scope of Works</p>	<p>1.1 The Purchaser stated in the BDS for the procurement of Goods as detailed in attached specifications, drawings and the bill of quantities provided herein. The name of Purchaser, name of project and contract identification number of Contracts are provided in the BDS.</p>
<p>2. Eligible Bidder</p>	<p>2.1 This Invitation for Bids is open to all registered Suppliers with eligibility criteria specified below.</p> <ul style="list-style-type: none"> a) Up to date Firm/Company Registration Certificate b) VAT and PAN Registration Certificates c) Tax Clearance Certificate for the Fiscal Year 2079/80 d) Business registration certificate (if required) e) Power of Attorney to sign the Quotation f) JV Agreement, or a letter of intent to enter into JV, signed by all legally authorized signatories of all the parties to the existing or intended JV, in case of Quotation is submitted from JV. g) Documents as needed [Signed RFQ document with BOQ] <p>2.2 A debarred firm by the World Bank (Bank) shall be ineligible to bid for a contract during the period of time determined by the Bank.</p>
<p>3. One Quotation per Bidder</p>	<p>3.1 Each Bidder shall submit only one quotation, A Bidder who submits more than one quotation shall cause all the quotations with the Bidder's participation to be disqualified.</p>
<p>4. Cost of Bidding</p>	<p>4.1 The Bidder shall bear all costs associated with the preparation and submission of his Quotatio and the Purchaser shall in no case be liable for those costs.</p>
<p>5. Site Visit</p>	<p>5.1 The Bidder at his own cost, responsibility and risk may visit the site of the supply, delivery or installation of Goods and acquire all necessary information for preparing the bid and entering into a contract for the procurement of Goods.</p>
<p>6. Content of Quotation Form</p>	<p>6.1 The Quotation Form comprise the documents listed below:</p> <ul style="list-style-type: none"> 1. Section I: Invitation for Quotation (RFQ) 2. Section II: Instructions to Bidders 3. Section III: Bid Data Sheet

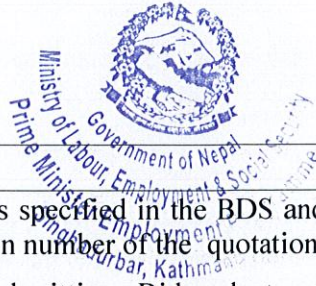


Section II: Instruction to Bidder

	<p>4. Section IV Quotation Forms and Price Schedule</p> <p>5. Section V: Schedule of Requirements</p> <p>6. Section VI: General Conditions of Contract (GCC)</p> <p>7. Section VII: Special Conditions of Contract</p> <p>8. Section VIII: Contract Form</p>
7. Clarification	<p>7.1 A prospective Supplier/Bidder may obtain clarification on the Quotation Form from the the Purchaser on or before 5 days prior to the deadline for submission of Quotation.</p>
8. Language of Quotation	<p>8.1 All documents relating to the Quotation shall be in English or in Nepali.</p>
9. Documents Comprising Quotation	<p>9.1 The Quotation by the Bidder shall comprise the following:</p> <ul style="list-style-type: none">a. Quotation Form and Price Schedulesb. Bid Securityc. Schedule of Requirements
10. Quotation Prices	<p>10.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total price in Nepali Rupees. for all items of the goods to be supplied under the contract.</p> <p>10.2 All duties, taxes and other levies payable by the Bidder under the contract shall be included in the rates, prices and total Bid Price submitted by the Bidder.</p> <p>10.3 Price quoted by the Bidder shall remain fixed and valid until completion of the Contract Performance and will not be subject to variation in any account.</p>
11. Quotation Validity	<p>11.1 The Quotation shall remain valid for the period of 45 days after opening of the quotation. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.</p>
12. Quotation/ Bid Security	<p>12.1 The Bidder shall furnish as part of its Quotation, in original form, a bid security as specified in the BDS. In case of e-submission of Quotation, the Bidder shall upload scanned copy of Bid security letter at the time of electronic submission of the Quotation. The Bidder accepts that the scanned copy of the Bid security shall, for all purposes, be equal to the original. The details of original Bid Security and the scanned copy submitted with e- Quotation should be the same otherwise the Quotation shall be non-responsive.</p>

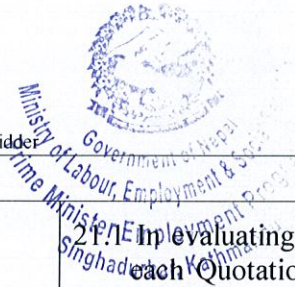


	<p>12.2 The Bid Security shall be, at the Bidder's option, in any of the following forms:</p> <ol style="list-style-type: none"> an unconditional bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law or; a cash deposit voucher in the Purchaser's Account as specified in the BDS <p>In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section III (Bidding Forms) or in another Form acceptable to the Purchaser. The form must include the complete name of the Bidder. The Bid security shall be valid for minimum thirty (30) days beyond the original validity period of the bid</p> <p>12.3 Any Quotation not accompanied by an enforceable and substantially compliant bid security, shall be rejected by the Purchaser as nonresponsive. In case of e-Submission, if the scanned copy of an acceptable Bid Security letter is not uploaded with the electronic Bid then Bid shall be rejected.</p> <p>12.4 The Bid security shall be forfeited if:</p> <ol style="list-style-type: none"> a Bidder requests for withdrawal or modification during the period of Quotation validity specified by the Bidder on the Letter of Bid, after Quotation submission deadline. a Bidder changes the prices or substance of the Quotation while providing information; a Bidder involves in fraud and corruption pursuant to clause 26; the successful Bidder fails to: <ol style="list-style-type: none"> furnish a performance security in accordance with clause 25; sign the Contract in accordance within the period stipulated in Letter of Award.; or accept the correction of arithmetical errors pursuant to clause 19.1 fails to provide the clarification of its Quotation by the date and time set in the Purchaser's request for clarification
<p>13. Format and Signing of Quotations</p>	<p>13.1 The Quotation shall be typed or written in indelible ink and shall be signed by an authorized person. Any entries or amendments including alternations, additions or corrections made shall be initialed by the same authorized person.</p>
<p>14. Sealing and Marking of Quotations</p>	<p>14.1 Bidders may submit their bids by manually or by electronically. When so specified in the BDS. Procedures for submission, sealing and marking are as follows:</p> <p>Bidders submitting bids by manually. The Bidder shall submit his bid in envelopes. The envelope shall be addressed to the</p>



	<p>Purchaser as specified in the BDS and shall bear the name and identification number of the quotation.</p> <p>14.2 Bidders submitting Bids electronically shall follow the electronic bid submission procedure specified in the BDS</p>
15. Deadline for Submission of Quotations	15.1 Quotations shall be delivered to the Purchaser at the address no later than the time and date specified in the BDS.
16. Late Quotation	16.1 Any Quotation received by the Purchaser after the deadline shall not be accepted and shall be returned unopened to the Bidder upon request.
17. Modification And Withdrawal	17.1 Quotations once submitted shall not be withdrawn or modified.
18. Bid Opening	<p>18.1 The Purchaser shall open the Quotations in the presence of the Bidders' representatives who choose to attend at the time and in the place as specified in the BDS</p> <p>18.2 The Purchaser shall prepare and provide minutes of the opening including the information disclosed to those present.</p>
19. Process to be Confidential	19.1 Information relating to the examination, evaluation and comparison of Quotations and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any efforts by the Bidder to influence the Purchaser in the Quotation evaluation, comparison or contract award decisions may result in rejection of Bidder's quotation.
20. Examination of Quotations	<p>20.1 Prior to the detailed evaluation of Quotations, the Purchaser shall determine whether each Quotation</p> <ul style="list-style-type: none"> (a) meets the eligibility criteria defined in Clause 2; (b) has been properly signed by the authorized person; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the Bidding documents.

Joint Secretary



<p>21. Evaluation and Comparison of Quotations</p>	<p>21.1 In evaluating the Quotations, the Purchaser shall determine for each Quotation the evaluated Quotation Price by adjusting any corrections for errors. Quotations shall be checked by the Purchaser for any arithmetic errors. Errors shall be corrected by the Purchaser as follows:</p> <ul style="list-style-type: none"> (a) only for unit price Contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c) If there is a discrepancy between the Quotation price in the Summary of Price Schedule and the Quotation amount in item (c) of the Letter of Quotation, the price in the Summary of Price Schedule will prevail and the Quotation amount in item (c) of the Letter of Quotation will be corrected. (d) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) ,(b) and (c) above. <p>21.2 In case of e-submission of bid, upon notification from the Purchaser, the bidder shall also submit the original of documents comprising the Quotation as per ITB 9 for verification of submitted documents for acceptance of the e-submitted bid. If a Bidder does not provide original of document of its Quotation by the date and time set in the Purchaser's request for clarification, its bid may be rejected.</p> <p>21.3 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its Quotation security shall be forfeited.</p>
<p>22. Award of Contract</p>	<p>22.1 The Purchaser shall decide the award of the contract to the Bidder whose Quotation is within the approved estimate and who has offered the lowest evaluated Price within Quotation validity period provided that such Bidder has been determined to be eligible in accordance with the provisions of Clauses 2.</p>

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Section II: Instruction to Bidder

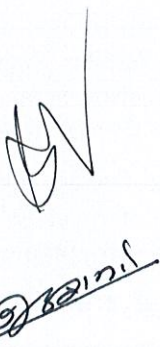

<p>23. Purchaser's Right to Accept or Reject</p>	<p>23.1 The Purchaser reserves the right to accept or reject any Quotation or to cancel the bidding process and reject all Quotations, at any time prior to the award of the contract, without assigning any reasons whatsoever and without thereby incurring any liability to the affected Bidder or Bidders.</p>
<p>24. Notification of Award and Signing of Agreement</p>	<p>24.1 The Bidder whose bid is accepted and all other participating bidders shall be notified of the award by the Purchaser.</p> <p>24.2 The notification (hereafter called the "Letter of Acceptance") to the successful Bidder shall state the sum that the Purchaser shall pay the Bidder in the execution and completion of the contract. Within 7 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver the Performance Security pursuant Clause 25 and sign the Agreement.</p> <p>24.3 Inability of the Bidder to make an Agreement within the above stated period shall result in the forfeiture of the Bidder's Quotation Security and , upon which the Contract shall then be awarded to the next successive successful Bidder.</p>
<p>25. Performance Security</p>	<p>25.1 Within seven (7) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder shall furnish the performance security as stated below from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in accordance with the conditions of Contract using Sample Form for the Performance Security included in Section VIII (Contract Forms), or another form acceptable to the Purchaser.</p>
<p>26. Corrupt or Fraudulent Practices</p>	<p>26.1 The Purchaser shall reject a bid for award if it determines that the Bidder recommended for award of contract has engaged in corrupt or fraudulent practices in competing for the contract in question.</p>
<p>27. Conduct of Bidders</p>	<p>27.1 The Bidder shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN's Procurement Act and Regulations.</p> <p>27.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :</p> <ul style="list-style-type: none"> a) give or propose improper inducement directly or indirectly, b) distortion or misrepresentation of facts



Ministry of Labour, Employment & Social Security
Prime Minister Singhadurbar, Kathmandu

	<p>c) engaging or being involved in corrupt or fraudulent practice</p> <p>d) Interference in participation of other prospective bidders.</p> <p>e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings,</p> <p>f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price..</p> <p>27.3 contacting the Purchaser with an intention to influence the Purchaser with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract</p>
<p>29. Publication of contract award notice</p>	<p>29.1 Within three days of contract signing, the Public Entity shall publish a notice on the contract award with following information: in its notice board as well as shall manage to publish the notice on the notice board of <i>District Coordination Committee, District Administration Office, Provincial Treasury and Controller Office and District Treasury and Controller Office</i>, Such notice shall also be posted in its website and PPMO's website.</p> <ol style="list-style-type: none"> Name of the procurement, IFB number, date and name of newspaper published the IFB notice, name of the successful Bidder, and the contract price. <p>29.2 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, within thirty days from the date of publication of contract award notice in accordance with ITB 29.1, requests in writing the grounds on which its bid was not selected.</p>



Joint Secretary



SECTION III: Bid Data Sheet

ITB 1	The scope of Supply is: Procurement of Power Backup System in PMU The number of the Invitation for Quotation (RFQ) is : NP-MOLESS-384705-GO-RFQ-POWERBACKUP The Purchaser is: Ministry of Labour, Employment and Social Security, PMEP, YETI Project. The name of the Project is: Youth Employment Transformation Initiative (YETI)
ITB 12.1	Bid Security-NPR 35000.00
ITB 12.2 (b)	Cash Deposit Account for Bid Security : Bank Name: Rastriya Banijya Bank Ltd Bank Address: Singhadurwar, Kathmandu Account holder's Name: Ministry of Labour, Employment and Social Security , Account Number: 1960100102030000
ITB 14.1	Bidders " shall not " have the option of submitting their bids electronically.
ITB 15	The deadline for Quotation submission is: Date: 26 May 2024 Time : 3: 00 pm Address: Ministry of Labor, Employment and Social Security, PMEP, YETI Project
ITB 18	The Quotation opening shall take place at : Address : Project Office, Singhadurwar, Floor No.4, Conference Room Date: 26 May 2024 ,Time : 3: 30 pm
ITB 29	Publication of Award will be in PMEP website within 3 days of contract signing.

Joint Secretary

Section IV. Quotation Form and Price Schedule

Date:

To: *Ministry of Labour, Employment and Social Security*
Youth Employment Transformation Initiative Project

Dear Sir/Madam:

Having examined the Quotation (RFQ) documents, we the undersigned, offer to supply and deliver **Procurement of Power Backup System in PMU** in conformity with the said RFQ documents for the sum of **[total RFQ amount in words and figures]** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this RFQ.

We undertake, if our RFQ is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our RFQ is accepted, we will obtain the guarantee of a bank in a sum equivalent to the amount as stated in the ITB Clause 25 for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this RFQ for a Period of **30** days from the date fixed for RFQ opening it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that this RFQ, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

We declare that we are not ineligible to participate in the procurement proceedings; have no conflict of interest in the proposed procurement proceedings and have not been punished for a profession or business related offense.

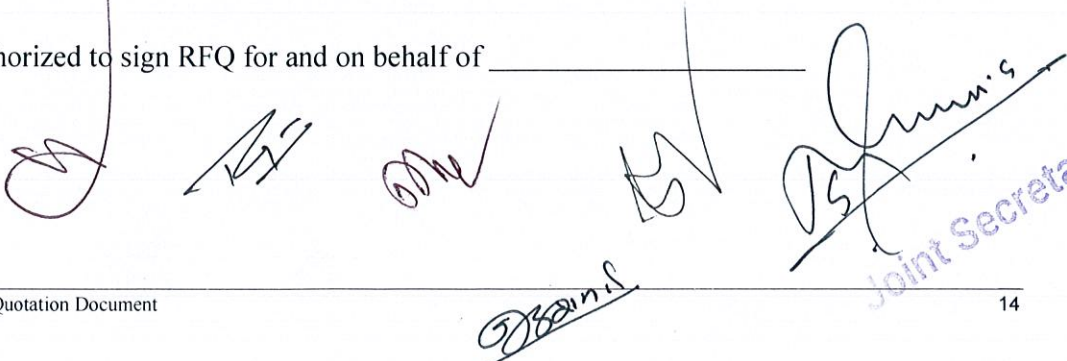
We understand that you are not bound to accept the lowest evaluated RFQ or any other RFQ that you may receive.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign RFQ for and on behalf of _____



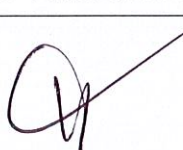


Joint Secretary



2. Bidder's Information Form

[The Bidder shall fill in this Form. No alterations to its format shall be permitted and no substitutions shall be accepted. In case of joint venture, each partner shall fill the information in separate form.]

1.	Bidder's Legal Name	
2.	Bidder's Address:	
3.	Bidder's Country of Registration:	
4.	Bidder's Year of Registration:	
5.	Bidder's Legal Address in Country of Registration	
6.	Bidder's Authorized Representative Information: Name: Address: Telephone/Fax numbers: Email Address:	
7.	Bidder's Telephone/Fax numbers:	
8.	Bidder's Email Address:	
Attached are copies of the following original documents. <input type="checkbox"/> 1. Firm Registration Certificate <input type="checkbox"/> 2. Authorization to represent the firm		



Joint Secretary



Ministry of Labour, Employment & Social Security
Prime Minister's Office
Singhadurbar, Kathmandu

3. Price Schedule for Goods

Name of Bidder _____ Contract Identification Number _____

Item	Description	Country of Origin	Quantity	Unit Price ¹ EXW		Total Price (in NRs) (cols. 4x5)
				(in NRs)		
				In Figure	In Words	
1	2	3	4	5		4x5=6
1	15 KVA/240 Volt Power Backup UPS for PMU Computer and Printers with all connection and fitting		1			
Total						
VAT						
Grand Total						

Note: Unit price shall include all custom duties and taxes, transportation cost to the final destination and insurance cost.

[If there are more than one lot/slice/package, prepare Price Schedule form for each lot/slice/package]

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Quotation for and on behalf of _____

Date: _____

¹ The price shall include all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item or the customs duties and sales and other taxes paid on the previously imported item offered ex warehouse, ex showroom, or off-the-shelf. These factors should not be entered separately.



Section V. Schedule of Requirements

1. Delivery and Completion Schedule

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery (i) at EXW premises, In order to determine the correct date of delivery hereafter specified, the Purchaser has taken into account the additional time that will be needed for delivery to the Project Site or to another common place.²

Number	Description	Quantity	Unit	Required Delivery Schedule (In Days/weeks/months from the date of signing the contract)	Bidder's offered Delivery date [to be provided by the bidder]
1	15 KVA/240 Volt Power Backup UPS for PMU Computer and Printers with all connection and fitting	1	Nos.	15 days from the date of signing the contract	

Joint Secretary

² The delivery may be specified for a single delivery, or for several partial deliveries, for a specific date, or range of acceptable delivery periods.



2. Technical Specifications

The purpose of the Technical Specifications (TS) is to define the technical characteristics of the Goods and Related Services required by the Purchaser. The TS, as a part of the schedule of Requirements (SR), constitute a Contract document and are, therefore, a part of the Contract. The Purchaser must prepare the TS and include them as a part of the Procurement Document, as applicable to each Contract.

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Joint Secretary

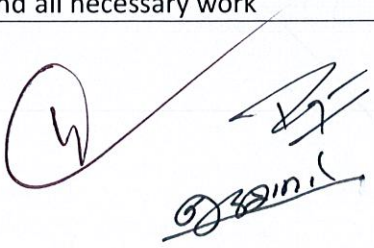
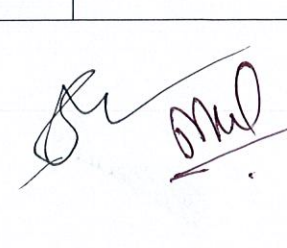
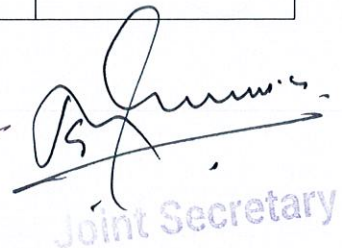


Purchaser Requirement

Bidders shall mention each and every proposed technical details as specified in the technical details.

Technical Specification

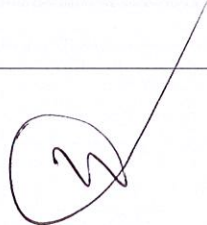
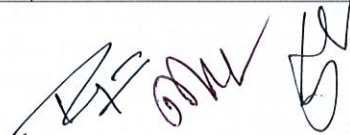
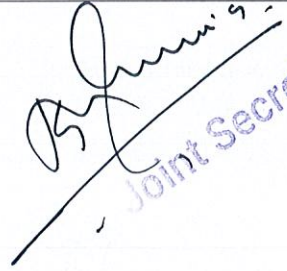
Particulars	Office Required Specifications	Required Quantity	Proposed Technical Description, Specification and Standard/Quantity	The bidder Shall state Fully Compliant/Partially Compliant/ Non-Compliant
Brand	To be specified by bidder			
Model No.	To be specified by bidder			
1	15KVA UPS 240/360V online or better/Minimum of 2 years warranty or replacement	1 Pc		
2	150 AH/12V or better Battery/ Must be 2 years of warranty or replacement.	20 No.		
3	Battery Rack	1 No.		
4	UPS and Battery Installation Material, Battery connecting cable, cable shoe, PVC tape, MCB, Distribution Box, etc.	1 Lot.		
5	Universal Power Socket 13A/15A with PVC box	25 Set		
6	Installation material for power socket (Listic, screw, Grip, PVC tape, Cable tie etc)	25 Points		
7	Supply of 2*2.5 sq.mm cable for Power socket power (NS Approved)	25 Points		
8	UPS Installation cost with Battery connection	1 Lot.		
9	Installation and Labour cost of power Socket with cable laying and all necessary work	25 Points		







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Section VI. General Conditions of Contract


1. Definitions	<p>1.1 In this contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"> a. "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form Signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein; b. "The Contract Price" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation; c. "The Goods" means Equipment and related Accessories and spare-parts or any other materials which the Supplier is required to supply to the Purchaser under the contract; d. "Services" means services ancillary to the supply of the goods such as transportation and insurance including the installation, commissioning and the operational and maintenance training of the supplied equipment. e. "The Purchaser" means the procuring entity purchasing the goods; f. "The Supplier" means the organization supplying the goods and services under this contract.
2. Technical Specification	<p>2.1 The goods supplied under this contract shall confirm to the standards mentioned in the Technical Specification.</p>
3. Patent Right	<p>3.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of goods or any part thereof in the Purchaser's country.</p>











<p>4. Performance Security</p>	<p>4.1 Within seven days (7) of receipt of award of contract from the Purchaser, the successful Bidder shall furnish the performance security in the Performance Security Form provided in the Bidding Documents for the due performance of the Contract in the amounts specified in the SCC.</p> <p>4.2 Failure of the successful Supplier to comply with the requirement of Sub - clause 4.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest Supplier or call for new quotations.</p> <p>4.3 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>4.4 The validity of Performance Security shall be the sum of delivery period, warranty period from the date of the issue of final acceptance certificate to the Supplier and additional one month.</p> <p>4.5 The performance security shall be released within 28 days of completion of warranty period and upon submission of claim by the Supplier.</p>
<p>5. Inspection and Tests</p>	<p>5.1 The Purchaser or its Representative shall have the right to inspect and/or test the goods to confirm their conformity to the Technical Specification and the quality of performance after the Procurement of Power Backup System in PMU of good to the Purchaser's premises</p> <p>5.2 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser.</p>
<p>6. Packing</p>	<p>6.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transmit to their final destination as indicated in the contract.</p> <p>6.2 The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage.</p> <p>6.3 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided in accordance with international standard and practice.</p>
<p>7. Delivery of Goods</p>	<p>7.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements.</p>


 Joint Secretary

8. Insurance	8.1 The goods supplied under the contract shall be fully insured in the currency of the Quotation price against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
9. Warranty	<p>9.1 The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract.</p> <p>9.2 Unless otherwise specified in the SCC, the warranty shall remain valid for one year after the goods have been delivered to the final destination indicated in the contract, and accepted by the Purchaser after installation and commissioning of equipment by the Supplier.</p> <p>9.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.</p> <p>9.4 Upon receipt of such notice, the Supplier shall, with all reasonable speed, replace the defective goods without cost to the Purchaser. The Supplier will be entitled to remove, at its own risk and cost, the defective goods.</p>
10. Payment	<p>10.1 Payment shall be made in the Nepalese currency as specified in the SCC</p> <p>10.2 Payment of the goods shall be made after the delivery and installation and commissioning of goods (if applicable) to the satisfaction of the Purchaser.</p>
11. Prices	11.1 Prices charged by the Supplier for goods delivered under the contract shall not vary from the prices quoted by the Supplier in its quotation.
12. Changed Order	12.1 Where the Purchaser desires to make changes in Schedule of Requirement , it shall not exceed more than 15 percent.
13. Liquidated Damages	13.1 If the Supplier fails to deliver any or all of the goods within the time period specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.05 percent of the contract price of delayed goods for each day of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods' contract price. Once the maximum is reached, the Purchaser may consider termination of the contract.
14. Resolution of Disputes	14.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to

	<p>resolve amicably such dispute or difference by mutual consultation.</p> <p>14.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p> <p>14.2.1 Any dispute or difference in respect of such a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.</p> <p>14.2.2 Arbitration proceedings shall be conducted in accordance with in accordance with the rules of Nepal Council of Arbitration (NEPCA).</p> <p>14.3 Notwithstanding any reference to arbitration herein,</p> <p>a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and</p> <p>b. the Purchaser shall pay the Supplier any monies due the Supplier.</p>
<p>15. Governing Language</p>	<p>15.1 The Governing Language shall be: Nepali or English</p>
<p>16. Applicable Law</p>	<p>16.1 The applicable law shall be Laws of Nepal.</p>
<p>17. Notices</p>	<p>17.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt</p> <p>17.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.</p>
<p>18. Taxes and Duties</p>	<p>18.1 The Supplier shall be entirely responsible for all taxes, duties, licence fees and other such levies imposed by the GON.</p>
<p>19. Operation, Maintenance and Spare-parts Manuals</p>	<p>19.1 The successful Supplier shall supply manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment) as specified in SCC..</p>
<p>20. Conduct of Suppliers</p>	<p>20.1 The Supplier shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Quotation documents,</p>



	<p>GoN's Procurement Act and Regulations.</p> <p>20.2 The Supplier shall not carry out or cause to carryout the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :</p> <ul style="list-style-type: none">a. give or propose improper inducement directly or indirectly,b. distortion or misrepresentation of factsc. engaging or being involved in corrupt or fraudulent practiced. interference in participation of other prospective bidders.e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,f. collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price..g. contacting the Purchaser with an intention to influence the Purchaser with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract



Section VII - Special Conditions of Contract (SCC)

This SCC forms part of the Agreement

Clause	Item
GCC 1.1.1 (e)	The Purchaser is: Ministry of Labour, Employment and Social Security, PMEP, Youth Employment Transformation Initiative Project
GCC 4.1	The Currency of of the performance Security shall be in Nepalese Rupees. <ol style="list-style-type: none"> 1. If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent below the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price. 2. For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows: Performance Security Amount = [(0.85 x Cost Estimate – Bid Price) x 0.5] + 5% of Bid Price. The Bid Price and Cost Estimate shall be inclusive of Value Added Tax
GCC 9.1	Manufacturer shall provide a minimum of one year warranty after delivery, Installation and acceptance. The bidder shall include free service coupon for periodic maintenance at least one years.
GCC 10	The bidder shall include free service coupon for periodic maintenance at least one years.
GCC 10	<ol style="list-style-type: none"> 1. Payments shall be made in Nepalese Rupees in the following manner: Sample provisions: Advance Payment: N/A On Delivery and acceptance: One Hundred (100)] percent. of the Contract Price of the Goods and related services delivered shall be paid within thirty (30) days of receipt of the Goods and related services (installation and commissioning of goods (if applicable)) to the satisfaction of the Purchaser. and upon submission of Tax Invoice and claim supported by the acceptance certificate issued by the Purchaser or its authorized person/s TDS shall be deducted as per the prevailing rules and regulations.
GCC 17.1	For notices , the Purchaser's address shall be: Name and Address of the Purchaser: Ministry of Labour, Employment and Social Security, Prime Minister Employment Program, YETI Project Telephone number:+97714200477 Facsimile number: N/A e-mail Address: info.pmep.np@gmail.com

Section VII: Special Conditions of Contract

Clause	Item
	<p>For notices, the Suppliers' address shall be: <u><i>[insert full name and address of Suppliers including telephone number, facsimile number and electronic mail address (if applicable)]</i></u></p> <p>Name and Address of the Supplier: Telephone number: Facsimile number: e-mail Address:</p>
GCC 19.1	The Supplier shall supply a copy of manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment) in English or Nepali language as specified in GCC.

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Joint Secretary



Section VIII. Contract Form

1. Letter of Acceptance

[on letterhead paper of the Purchaser]

Date.....

To: *name and address of the Contractor*

Subject: *Notification of Award*

This is to notify that your Quotation dated for execution of the *name of the contract and identification number, as given in the Contract Data/SCC* for the Contract price of Nepalese Rupees [*insert amount in figures and words in Nepalese Rupees*], as corrected in accordance with the Instructions to Bidders is hereby accepted in accordance with the Instruction to Bidders.

You are hereby instructed to contract this office to sign the formal contract agreement within 7 days. As per the Conditions of Contract, you are also required to submit Performance Security, as specified in SCC, consisting of a Bank Guarantee in the format included in Section VIII (Contract Forms) of the Bidding Document.

Fraud and Corruption: We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

The Purchaser shall forfeit the bid security, in case you fail to furnish the Performance Security and to sign the contract within specified period.

Authorized Signature:

Name and Title of Signatory:

The block contains several handwritten signatures in black ink. On the right side, there is a blue ink stamp that reads 'Joint Secretary' in a stylized font.



2. Contract Agreement

THIS AGREEMENT made the ____ day of _____ 20____ between [name of Purchaser] (hereinafter called “the Purchaser”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited Quotation for certain goods and ancillary services, viz., [brief description of goods and services] and has accepted a RFQ by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
a. Form of Agreement
b. The Purchaser’s Notification of Award
c. The General Conditions of Contract;
d. Special Conditions of Contract
e. Quotation Form and the Price Schedule submitted by the Supplier;
f. The Schedule of Requirements;
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

On behalf of the Purchaser

On behalf of the Supplier

Name:

Name:

Designation:

Designation:

Sign:

Sign:

Seal:

Seal:

Handwritten signatures and stamps, including a blue stamp for 'Joint Secretary'.

Section IX: Conditions of Contract Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

[Handwritten signatures and stamps]
Secretary

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank's Anti- Corruption Guidelines, and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;³ (ii) to be a nominated⁴ sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect⁵ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

³ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

⁴ A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

⁵ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.