

Satish



**Alternative Energy Promotion Center (AEPC)**  
**Renewable Energy for Rural Livelihood (RERL)**  
 Khumaltar, Lalitpur, Nepal  
 Tel: +977-1-5444146, Email: [rerl@aepc.gov.np](mailto:rerl@aepc.gov.np)



**REQUEST FOR SEALED QUOTATION (RFQ)**  
**" Supply, Delivery, Installation, Testing and Commissioning of System Earthing in 500kW Phawa Khola Mini Hydropower Project in Taplejung District "**

NAME & ADDRESS OF FIRM	DATE: September 22, 2024
	REFERENCE: AEPC/RERL/SQ/G/2024/25-02

Dear Sir / Madam:

We kindly request you to submit your quotation for " **Supply, Delivery, Installation, Testing and Commissioning of System Earthing in 500kW Phawa Khola Mini Hydropower Project in Taplejung District** " as detailed in Annex 3 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 4.

Quotations may be submitted on or before **12:00 Noon, October 2, 2024** in sealed envelope by *courier mail or hand delivery* to the address below:  
**Alternative Energy Promotion Center (AEPC)**  
**Renewable Energy for Rural Livelihood (RERL)**  
**Ref: AEPC/RERL/SQ/G/2024/25-02**  
**Khumaltar, Lalitpur, Nepal**

Submitted Sealed Quotations will be opened in presence of Bidders' representatives at 12:30 PM on **October 2, 2024** onwards at AEPC/RERL office, **Khumaltar Height, Lalitpur, Nepal**.

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by AEPC/RERL after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Please take note of the following requirements and conditions pertaining to the above mentioned services: Thank you and we look forward to receiving your quotation.

Sincerely,  
  


*Satish Gautam*  
 National Programme Manager  
 September 22, 2024

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## SECTION 1: RFQ GENERAL INSTRUCTIONS

<b>Introduction</b>	Bidders shall adhere to all the requirements of this RFQ, including any amendments made in writing by AEPC/RERL. This RFQ is conducted in accordance with the NIM Guidelines of UNDP Programmes and Operational Policies and Procedures. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by AEPC/RERL. AEPC/RERL is under no obligation to award a contract to any Bidder as a result of this RFQ. AEPC/RERL reserves the right to cancel the procurement process at any stage without any liability of any kind for AEPC/RERL, upon notice to the bidders or cancellation of the tender in the online portal.
<b>Deadline for the Submission of Quotation</b>	Deadline as indicated in this RFQ: <b>2 October 2024, 12 Noon Nepal Standard Time</b>
<b>Method of Submission</b>	Quotations must be submitted in hard copy in sealed Envelope in AEPC/RERL office address in Khumaltar Height, Lalitpur, Nepal. Bidder shall remain your responsibility to ensure that quotation will reach the address above on or before the deadline
<b>Cost of preparation of quotation</b>	AEPC/RERL shall not be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.
<b>Supplier Code of Conduct, Fraud, Corruption,</b>	All prospective suppliers must read the United Nations Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes <b>principles on labour, human rights, environment and ethical conduct</b> may be found at: <a href="https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct">https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct</a> Moreover, UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors to observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at <a href="http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_and_investigation.html#anti">http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_and_investigation.html#anti</a>
<b>Gifts and Hospitality</b>	Bidders/vendors shall not offer gifts or hospitality of any kind to AEPC/RERL staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches, dinners or similar. In pursuance of this policy, AEPC/UNDP: (a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a AEPC/RERL contract.

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<b>Conflict of Interest</b>	<p><b>AEPC/RERL requires every prospective Supplier to</b> avoid and prevent conflict of interest, by disclosing to AEPC/RERL if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ. Bidders shall strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified.</p> <p>Bidders must disclose in their Bid their knowledge of the following: a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of AEPC/UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this RFQ.</p> <p>The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to AEPC/RERL further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFQ, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.</p>
<b>Eligibility</b>	<p>A vendor who will be engaged by AEPC/RERL may not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to AEPC/RERL whether they are subject to any sanction or temporary suspension imposed by these organizations. Failure to do so may result in termination of any contract or PO subsequently issued to the vendor by AEPC/RERL.</p> <p>It is the Bidder's responsibility to ensure that its ultimate beneficial owners, employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by AEPC/RERL.</p> <p>Bidders must have the legal capacity to enter a binding contract with AEPC/RERL and to deliver in the country, or through an authorized representative.</p> <p>Other more specific eligibility requirements are included in Section 2.1 RFQ Specific Instructions, if applicable.</p>
<b>Currency of Quotation</b>	Quotations shall be quoted in the Nepalese (NPR.)
<b>Joint Venture, Consortium or Association</b>	<p>If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between AEPC/RERL and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture, Consortium or Association.</p> <p>Refer to Clauses 19 – 24 under <a href="#">Solicitation policy</a> for details on the applicable provisions on Joint Ventures, Consortium or Association.</p>

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<b>Only one Bid</b>	<p>The Bidder (including the Lead Entity on behalf of the individual members of any Joint Venture, Consortium or Association) shall submit only one Bid, either in its own name or, if a joint venture, Consortium or Association, as the lead entity of such Joint Venture, Consortium or Association.</p> <p>Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"><li>a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li><li>b) they have the same legal representative for purposes of this RFQ; or</li><li>c) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this RFQ process;</li><li>d) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or</li><li>e) some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this RFQ process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.</li></ul>
<b>Price variation</b>	<p>No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted at any time during the validity of the quotation after the quotation has been received.</p>
<b>Alternative Quotes</b>	<p>If alternative quote is permitted, it may be submitted only if a conforming quote to the RFQ requirements is submitted. Where the conditions for its acceptance are met, or justifications are clearly established, AEPC/RERL reserves the right to award a contract based on an alternative quote. If multiple/alternative quotes are being submitted, they must be clearly marked as "Main Quote" and "Alternative Quote" directly in the portal and in any supporting document as relevant.</p>
<b>Contact Person for correspondence, notifications and clarifications</b>	<p>Maryam Khatoon Electrical Engineer Email: <a href="mailto:way2maryam@gmail.com">way2maryam@gmail.com</a> Telephone No: +977-1-5253775</p> <p>Requests for clarification from bidders will not be accepted any later than 15:00, 1 October, 2024 days</p> <p>Attention: Quotations shall not be submitted to this address but to the address for quotation submission above. Otherwise, offer shall be disqualified.</p> <p>Any delay in AEPC/RERL's response shall be not used as a reason for extending the deadline for submission, unless AEPC/RERL determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
<b>Right not to accept any quotation</b>	<p>AEPC/RERL is not bound to accept any quotation, nor award a contract or Purchase Order</p>
<b>Right to vary requirement at time of award</b>	<p>At the time of award of Contract or Purchase Order, AEPC/RERL reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.</p>

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## SECTION 2: RFQ SPECIFIC INSTRUCTIONS:

<b>General Conditions of Contract</b>	Any Purchase Order or contract that will be issued as a result of this RFQ shall be subject to one of the General Conditions of Contract mentioned.
<b>Special Conditions of Contract</b>	<input checked="" type="checkbox"/> <b>Cancellation of PO/Contract if the delivery/completion is delayed by 40 days</b> <input type="checkbox"/> Others [pls. specify] <input checked="" type="checkbox"/> <b>Performance Bank Guarantee:</b> The selected contractor shall furnish Performance Bank Guarantee in the amount of 5% of the total contract price as per the format provided in this RFQ before signing of the contract. Validity of the performance bank guarantee shall be 30 days beyond the date of completion of the defect liability period. <input checked="" type="checkbox"/> <b>Insurance Policy:</b> The selected bidder shall furnish accidental insurance policy to transport the goods upto project site.
<b>Duties and taxes</b>	All prices must: <input checked="" type="checkbox"/> <b>be inclusive of VAT and other applicable taxes as per Government Rules and Regulation</b>
<b>Language of quotation</b>	English Including documentation including catalogues, instructions and operating manuals.
<b>Documents to be submitted</b>	Bidders shall include the following documents in their quotation: <input checked="" type="checkbox"/> <b>Registration certificate, VAT Registration and Latest Tax Clearance certificate</b> <input checked="" type="checkbox"/> <b>Quotation Submission Form duly completed and signed.</b> <input checked="" type="checkbox"/> <b>Power of Attorney of Bid Security</b> <input checked="" type="checkbox"/> <b>Technical and Financial Offer duly completed and signed and in accordance with the Schedule of Requirements.</b> <input checked="" type="checkbox"/> <b>Specifications, Catalogues/Brochures of the offered.</b> <input checked="" type="checkbox"/> <b>Any document related to Gender Equality and Social Inclusion Policy/Strategy of the organization; and Policy of conducive work environment/policy on prevention of harassment, sexual harassment and sexual exploitation or Code of Conduct.</b> <input checked="" type="checkbox"/> <b>Letter of Manufacturer's Authorization as mentioned in detailed specification.</b>
<b>Quotation validity period</b>	Quotations shall remain valid for 75 (seventy five) days from the deadline for the Submission of Quotation.
<b>Payment Terms</b>	<input checked="" type="checkbox"/> <b>Advance Payment:</b> 20 % of the quoted price shall be paid within 7 days of signing of the contract upon submission of request for advance and an unconditional Advance Payment Security from a Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal for equivalent amount valid until the goods and related services are delivered and accepted and in the form provided in the Bidding Document. <input checked="" type="checkbox"/> <b>Delivery of Goods at site:</b> 50 % amount shall be released within seven (7) days after goods are delivered to the site and equipment delivery form has been duly signed. <input checked="" type="checkbox"/> <b>Acceptance and completion:</b> Remaining 25 % amount shall be released within thirty (30) days after acceptance and completion of testing and commissioning report.

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	<input checked="" type="checkbox"/> <b>After Sales Service:</b> Remaining 5 % amount shall be released after completion of warranty period or shall be paid against the bank guarantee.
<b>After Sales Service:</b>	<input checked="" type="checkbox"/> <b>One year Replacement Warranty Period on supplied material.</b>
<b>Conditions for Release of Payment</b>	<input type="checkbox"/> Passing Inspection <input type="checkbox"/> Passing all Testing [specify standard, if possible] <input type="checkbox"/> Completion of Training on Operation and Maintenance [specify no. of trainees, and location of training, if possible] <input checked="" type="checkbox"/> <b>Written Acceptance of Goods, Services and Works, based on full compliance with RFQ requirements.</b> <input type="checkbox"/> Others [pls. specify]
<b>Clarifications</b>	Requests for clarification from bidders will not be accepted any later than 1 day before the submission deadline. Responses to request for clarification will be communicated through Quantum tendering system <a href="#">Click or tap to enter a date.</a>
<b>Evaluation method</b>	<input checked="" type="checkbox"/> The Contract or Purchase Order will be awarded to the lowest price substantially compliant offer <input type="checkbox"/> Other <a href="#">Click or tap here to enter text.</a>
<b>Evaluation criteria</b>	<input checked="" type="checkbox"/> Full compliance with all requirements <input checked="" type="checkbox"/> Full acceptance of the General Conditions of Contract Comprehensiveness of after-sales services <input type="checkbox"/> Earliest Delivery /shortest lead time <input type="checkbox"/> Others <a href="#">Click or tap here to enter text.</a>
<b>Type of Contract to be awarded</b>	<input checked="" type="checkbox"/> Goods Contract.
<b>Deadline of Quotation:</b>	Deadline as indicated in this RFQ: 2 October 2024, 12 Noon Nepal Standard Time
<b>Opening of Quotation:</b>	2 October 2024, 12:30 PM, Nepal Standard Time
<b>Expected date for contract award.</b>	15 October 2024
<b>Latest Expected Delivery Date and Time</b>	<input checked="" type="checkbox"/> within 60 Days upon signing of the contract ((if delivery time exceeds this, quote may be rejected by AEPC/RERL)

Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of AEPC/RERL requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by AEPC/RERL. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on AEPC/RERL's re-computation and correction of errors, its quotation will be rejected.

After AEPC/RERL has identified the lowest price offer, AEPC/RERL reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and

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insurance) is found to be higher than AEPC/RERL's own estimated cost if sourced from its own freight forwarder and insurance provider.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by AEPC/RERL after it has received the quotation. At the time of award of Contract or Purchase Order, AEPC/RERL reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twentyfive per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of AEPC/RERL herein attached as Annex 3.

AEPC/RERL is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that AEPC/RERL's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process.

**AEPC/RERL encourages every prospective Vendor to** avoid and prevent conflicts of interest, by disclosing to AEPC/RERL if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

AEPC/RERL implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against AEPC/RERL, as well as third parties involved in AEPC/RERL activities.

**Thank you and we look forward to receiving your quotation.**

**Sincerely yours,**

*S. Gautam*



*Satish Gautam*  
*National Programme Manager*  
September 22, 2024

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## List of Goods and Related Services (LGRS)

As listed in the Price Schedule

**Annex 1**

### **Delivery and Completion Schedule**

Delivery shall take place in compliance with the dates, duration, and locations indicated below:

Line Item No	Description of Goods	Quantity	Physical unit	Final Destination	Delivery Date
1.	2	3	4	5	6
As per Price Schedule	Supply, Delivery, Installation, Testing and Commissioning of System Earthing in 500kW Phawa Khola Mini Hydropower Project in Taplejung District	As per Price Schedule	As per Price Schedule	<b>AEPC/RERL Office,</b> Khumaltar, Lalitpur, Nepal	Within <b>60 days</b> from the date of work order issued by the employer to the selected bidder



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## Annex 2

### Quotation Submission form

Bidders are requested to complete this form, including the Company Profile and Bidder's Declaration, sign it and return it as part of their quotation along with Annex 3 & 4: Technical and Financial Offer. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

Name of Bidder:	Click or tap here to enter text.	
RFQ reference:	Click or tap here to enter text.	Date: Click or tap to enter a date.

#### Company Profile

Item Description	Detail
Legal name of bidder or Lead entity for JVs	Click or tap here to enter text.
Legal Address, City, Country	Click or tap here to enter text.
Website	Click or tap here to enter text.
Year of Registration	Click or tap here to enter text.
Legal structure	Choose an item.
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) <i>(If yes, provide a Copy of the valid Certificate):</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? <i>(If yes, provide a Copy of the valid Certificate):</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does your Company have a written Statement of its Environmental Policy? <i>(If yes, provide a Copy)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

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Does your organization demonstrate significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues <i>(If yes, provide a Copy)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Is your company a member of the UN Global Compact	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Bank Information	Bank Name: Click or tap here to enter text. Bank Address: Click or tap here to enter text.			
	IBAN: Click or tap here to enter text. SWIFT/BIC: Click or tap here to enter text. Account Currency: Click or tap here to enter text. Bank Account Number: Click or tap here to enter text.			
<b>Previous relevant experience: 3 contracts</b>				
<b>Name of previous contracts</b>	<b>Client &amp; Reference Contact Details including e-mail</b>	<b>Contract Value</b>	<b>Period of activity</b>	<b>Types of activities undertaken</b>

**Bidder's Declaration**

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	<b>Requirements and Terms and Conditions:</b> I/We have read and fully understand the RFQ, including the RFQ Information and Data, Schedule of Requirements, the General Conditions of Contract, and any Special Conditions of Contract. I/we confirm that the Bidder agrees to be bound by them.
<input type="checkbox"/>	<input type="checkbox"/>	I/We confirm that the Bidder has the necessary capacity, capability, and necessary licenses to fully meet or exceed the Requirements and will be available to deliver throughout the relevant Contract period.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Ethics:</b> In submitting this Quote I/we warrant that the bidder: has not entered into any improper, illegal, collusive or anti-competitive arrangements with any Competitor; has not directly or indirectly approached any representative of the Buyer (other than the Point of Contact) to lobby or solicit information in relation to the RFQ has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of the Buyer.
<input type="checkbox"/>	<input type="checkbox"/>	I/We confirm to undertake not to engage in proscribed practices, , or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we have read the United Nations Supplier Code of Conduct <a href="https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct">:https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct</a> and acknowledge that it provides the minimum standards expected of suppliers to the UN.

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<input type="checkbox"/>	<input type="checkbox"/>	<b>Conflict of interest:</b> I/We warrant that the bidder has no actual, potential, or perceived Conflict of Interest in submitting this Quote or entering a Contract to deliver the Requirements. Where a Conflict of Interest arises during the RFQ process the bidder will report it immediately to the Procuring Organisation's Point of Contact.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Prohibitions and Sanctions</b> I/We hereby declare that our firm, ultimate beneficial owners, affiliates or subsidiaries or employees, including any JV/Consortium members or subcontractors or suppliers for any part of the contract is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists and have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Bankruptcy:</b> I/We have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Offer Validity Period:</b> I/We confirm that this Quote, including the price, remains open for acceptance for the Offer Validity.
<input type="checkbox"/>	<input type="checkbox"/>	I/We understand and recognize that you are not bound to accept any Quotation you receive, and we certify that the goods offered in our Quotation are new and unused.
<input type="checkbox"/>	<input type="checkbox"/>	By signing this declaration, the signatory below represents, warrants and agrees that he/she has been authorized by the Organization/s to make this declaration on its/their behalf.

Signature: \_\_\_\_\_

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

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### Annex 3

## FINANCIAL PROPOSAL<sup>1</sup>

*(This Form must be submitted only using the Supplier's Official Letterhead/Stationery<sup>2</sup>)*

We, the undersigned, hereby accept in full the AEPC/RERL General Terms and Conditions, and hereby offer bid for " **Supply, Delivery, Installation, Testing and Commissioning of System Earthing in 500kW Phawa Khola Mini Hydropower Project in Taplejung District**" in conformity with the requirements of AEPC/RERL as per RFQ Reference No. AEPC/ RERL/ SQ/G/ 2024/25-02.

S.No	Component (1)	Component Description (2)	Unit (3)	Qty (4)	Unit Price in NPR without VAT (5)		Total Price in NPR (6=4*5)
					In Figure	In Words	
1	Vertical Air terminal (2-meter)	A complete set of Vertical Air Terminal including 2-meter-long air terminal, aluminum alloy, a stainless steel wall clamp holder to position the air terminal at a right angle to the wall surface, an interception tip to be installed at the tip of the terminal, and an 8 mm connecting point for connecting the Aluminum conductor at the air termination system in the Lightning Protection System that meets the requirements of IS/IEC 62305 and tested according to IEC 62561-2.	nos	2			
2	Vertical Air terminal (1-meter)	A complete set of Vertical Air Terminal including a 1 meter long air terminal, a stainless steel air terminal holder to position the air terminal perpendicular to the roof surface, an interception tip to be installed at the tip of the terminal, and an 8 mm connecting point for connecting the Aluminum conductor at the air termination system in the External Lightning Protection System that meets the requirements of IS/IEC 62305 and tested according to IEC 62561-2.	nos	2			

<sup>1</sup>This serves as a guide to the Supplier in preparing the quotation and price schedule.

<sup>2</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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3	Aluminum Solid Round Conductor (8 mm)	8 mm Aluminium Solid Round Conductor to use as a horizontal air termination and down conductor in the external lightning protection system that meets the requirements of IS/IEC 62305 and tested according to IEC 62561-2.	mtr	60			
4	Metal Roof Conductor Holder	Metal Roof Conductor Holder to use as a conductor holder for fixing aluminum conductor in horizontal air termination and down conductor in the External Lightning Protection System over metal sheet/surface that meets the requirements of IS/IEC 62305 and tested according to IEC 62561-4.	nos	25			
5	Stainless Steel Cross Connector	Stainless Steel cross connector for cross -connecting 8-10 mm solid round Aluminum conductor in air terminations and down conductors in External Lightning Protection System that meets the requirements of IEC 62305 and tested according to IEC 62561-1.	nos	2			
6	Stainless Steel Conductor Holder	Stainless steel Conductor Holder to use as a holder to fix 8 mm Aluminum conductor and 10 mm Copper bonded solid round conductor in the down conductor of the external lightning protection system over a concrete wall that meets the requirement of IS/IEC 62305 and tested according to IEC 62561-4.	nos	6			
7	Test Joint with Enclosure	Test Joint with an enclosure rated at IP 54/65. This joint is designed to facilitate electrical testing and measurement of Lightning Protection System components, serving as a link between 8 mm Aluminium round conductor and 10 mm copper-bonded solid round conductor that meets the requirements of IEC 62305 and tested according to IEC 62561-1.	nos	4			
8	Copper-Bonded Round Steel Solid Conductor (10 mm)	Copper-bonded round steel solid conductor, nominal diameter of 10 mm, intended for Ring earthing and equipotential bonding with copper bonding of 170um thickness that meets the requirements of IS/IEC 62305 and tested according to IEC 62561-2.	mtr	75			

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9	Vertical Earth Electrode (3-meter, 25 mm)	Vertical Earth Electrode 3 meter in length of diameter 25mm with copper bonding of minimum 250 um thickness that meets the requirements of IEC 62305, IEC 60364-5-54 or UL 467 and tested according to IEC 62561-2.	nos	4			
10	Earth Enhancing Mineral Compound	Earth enhancing mineral compound conductive concrete with SET properties used in areas with high soil resistance and rocky areas that meets the requirements of IEC 62305, IS 3043 and has been tested for leaching and TCLP with NABL accredited Lab according to IEC 62561-7.	Bag	12			
11	Stainless Steel Universal Clamp	Stainless Steel universal clamp used in termination of 10 mm nominal diameter copper bonded solid round conductor and 25 mm nominal diameter earth electrodes for heavy duty application at earth termination in the external lightning protection system that meets the requirements of IS/IEC 62305 and tested according to IEC 62561-1	nos	4			
12	Equipotential Bonding Rail (500 mm <sup>2</sup> )	Equipotential Bonding Rail Heavy Duty made up of tinned copper with busbar size 500 x 50 x 10 and nominal cross-sectional area of 500 mm <sup>2</sup> which interconnects all electrical earthing system to maintain an equipotential bonding that meets the requirements of IEC 62305.	nos	1			
13	Equipotential Bonding Rail (300 mm <sup>2</sup> )	Equipotential Bonding Rail Heavy Duty made up of tinned copper with busbar size 300 x 50 x 6 and nominal cross-sectional area of 300 mm <sup>2</sup> which interconnects all electrical earthing systems to maintain an equipotential bonding that meets the requirements of IEC 62305.	nos	3			
14	Earth Stud Connecting Point (M10)	Earth Stud connecting point with thread size M10, that interconnects between round conductor and earth points in the structural earthing system or earth electrodes that meets the requirements of IS/IEC 62305 and tested according to IEC 62561-1. (Connecting Point 10 mm)	Nos	28			

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15	Three-Phase Surge Protection Device (Type 1+2)	For Main incoming Panel (three phase)-Surge Protection Device Type 1+2 Tested as per IEC 61643 Part 11:2011 or UL 1449 4th Edition. Protective Elements are High Energy MOV & GDT and the Protection Modes for 3 numbers of Type 1 + 2 SPD for connection between Phase and Neutral and one number of SPD between Neutral and Earth.	nos	2			
16	Surge Protection Device (Type 2)	Surge Protection Device Type 2 Tested as per IEC 61643 Part 11:2011 & UL 1449 4th Edition. Protective Elements are High Energy MOV & GDT and the Protection Modes for 1 number of Type 2 SPD for connection between Phase and Neutral and one number of SPD between Neutral and Earth.	nos	2			
17	Bonding Conductor (6 sq mm)	Bonding conductor with cross-sectional area 6 sq mm (Copper)	mtr	15			
18	Protective Earthing Conductor (25 sq mm)	Protective earthing conductor of cross-section area 25 sq.mm (copper)	mtr	10			
19	Main Earthing Conductor (25 sq mm)	Main earthing conductor of cross section area 25 sq mm (Copper)	mtr	5			
20	Transportation		LS				
21	Installation, Testing & Commissioning and after-sales service		LS				
I	<b>Total Amount (NPR)</b>						
II	<b>Less: Discount ..... % of Total Amount</b>						
III	<b>Taxable Amount (I-II)</b>						
IV	<b>Value Added Tax (13% of Taxable Items)</b>						
V	<b>Total Amount Including VAT in Figure (III+IV)</b>						
<b>Total Amount Including VAT in Words (NRs):</b>							

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**TABLE 2 : Estimated Operating Costs (if applicable)**

List of Consumable Item/s (Include fast moving parts, if any)	Estimated Average Consumption	Unit of Measure	Unit Price	Total Price per Item
<b>NOT APPLICABLE</b>				

**TABLE 3 : Offer to Comply with Other Conditions and Related Requirements**

Other Information pertaining to our Quotation are as follows :	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Delivery Lead Time : Forty (40) days			
Estimated weight/volume/dimension of the Consignment:	NA	NA	
Country/ies Of Origin <sup>3</sup> :	NA	NA	
Warranty and After-Sales Requirements			
a) Defects Liability Period of 1 year after completion date			
b) Service Unit to be Provided when the Purchased Unit is Under Repair	NA	NA	
c) Brand new replacement if Purchased item is not working at the time of delivery/installation	NA	NA	
d) After-sales service and local service support requirements			
e) Others			
Validity of Quotation: 45+30 days			
All Provisions of the AEPC/RERL General Terms and Conditions			
Other requirements [pls. specify]	NA	NA	

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

[Name and Signature of the Supplier's Authorized Person]  
[Designation]  
[Date]

<sup>3</sup>If the country of origin requires Export License for the goods being procured, or other relevant documents that the country of destination may require, the supplier must submit them to AEPC/RERL if awarded the PO/contract.



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## Annex 4

### Technical Specification:

#### 1 List of Goods, Related Service and Delivery Schedule

S.N.	Description	Quantity	Delivery & Completion schedule and place
1.	<b>Supply, Delivery, Installation, Testing and Commissioning of System Earthing in 500kW Phawa Khola Mini Hydropower Project in Taplejung District</b> as mentioned in specification	1 Set	Within 2 (Two) Months from the date of Work Order issued to the Supplier by the Purchaser at <b>Alternative Energy Promotion Center/ Renewable Energy for Rural Livelihood (AEPC/RERL) Khumaltar, Lalipur</b>

#### 2 Technical Specifications and Scope of Works

##### 2.1 General

This technical specification is for supply, delivery, installation, testing and commissioning, after sales service of “**Phawa Khola Mini Hydropower Project**” (here in after “the Project”).

The purpose of this Technical Specification is to define the technical characteristics of the Goods and Related Services required by the Purchaser and defining the scope of work for bidder. The bidder shall furnish documentary evidence in the form of literature (catalogue), certified dimensional drawings, and detailed description of goods with essential technical information. All data, drawings, catalogues and other technical documents shall be bound separately from the Bid documents.

The bidder shall mention clause by clause comment of the required specification. The bidder shall state:

- “FULLY COMPLIANT” if the components and scope of work offered by the bidder fully meet the quotation requirement.
- “PARTIALLY COMPLIANT” if the item offered meet the requirement partially.
- “NON COMPLIANT” if the item cannot meet the requirements. Metric measurement-cubic meters, kilowatts and meters should be used as standard by the bidder.

In the case of Non-Complied or Partially Complied comment provided by Bidder, the bidder should propose its alternative specification so to satisfy the purchaser’s requirements. If the deviation mentioned by the bidder is satisfactory, it will go for further evaluation. Otherwise any one or more non-complied or partially complied or not mentioned anything or otherwise mentioned of category of goods and related services are subject to rejection of bid.

### 3 Contractor's Scope

#### 3.1 General

The project comprises the supply, delivery, installation, testing and commissioning, after sales service of all associated components and system as described in this document.

The Contractor executes its scope for the Project in such a way that it shall achieve high availability and reliability. The design, components and material to be used shall be new, of proven quality and track record. All components shall have warranties/guarantees as specified in this document.

The Contractor shall comply with all applicable national and international standards during the execution of works. This also includes the compliance with environment, health and safety requirements.

#### 4 Scope of Work

This project shall improve the lightning protection system of the project.

The Contractor's scope of work includes the supply, installation, testing and commissioning of system earthing and lightning protection of "**Phawa Khola Mini Hydropower Project**" according to the best industry practice and requirements set in this document to improve the lightning protection system in the site location described in this document.

The Contractor's further scope of work includes the followings:

- The Contractor shall consider the site characteristics and design parameters.
- The Contractor shall procure, supply and install all components considering technical specification of components.
- The Contractor shall transport, store and handle all components according to respective manufacturer's recommendations or guide.
- The Contractor shall install the components and system according the best practice, as per respective manufacturer's installation manual and as per minimum requirements.
- The Contractor shall inspect, test and commission the Project according to requirements.
- The Contractor shall provide minimum 1 year as warranty period starting from the successful completion of "Test on Completion".
- The Contractor shall comply with the scope during warranty period.
- The Contractor shall provide all documents, specifications and drawings, test reports and certificates, installation and testing and commissioning report after completion of project.

## 5 Site Description and Design Parameters

### 5.1 General Information

Project Name: Middle Phawa Khola Mini Hydropower Project  
 Province: Koshi  
 District: Taplejung  
 Rural Municipality: Sirijungha Rural Municipality  
 Road Head

S.N.	Distance from	To	Distance(Km)	Description Route
1	Kathmandu	Charali (Jhapa)	498	Prithvi /Mahendra Highway
2	Charali (Jhapa)	Taplejung Bazar	287	Mechi Highway
3	Taplejung Bazar	Suketar Airport	8	Blacktopped road.
4	Suketar	Power house	13	Earthen Road
Total Road Length From Kathmandu to PH			806km	

## 6 Technical Specifications

The bidder shall clearly response the technical specifications and standards asked for the equipment in their technical proposal. The bidder shall provide the data sheet, product catalogue and technical specifications of all the indicated equipment including warranty assurance certificate, international standards that the proposed goods comply with.

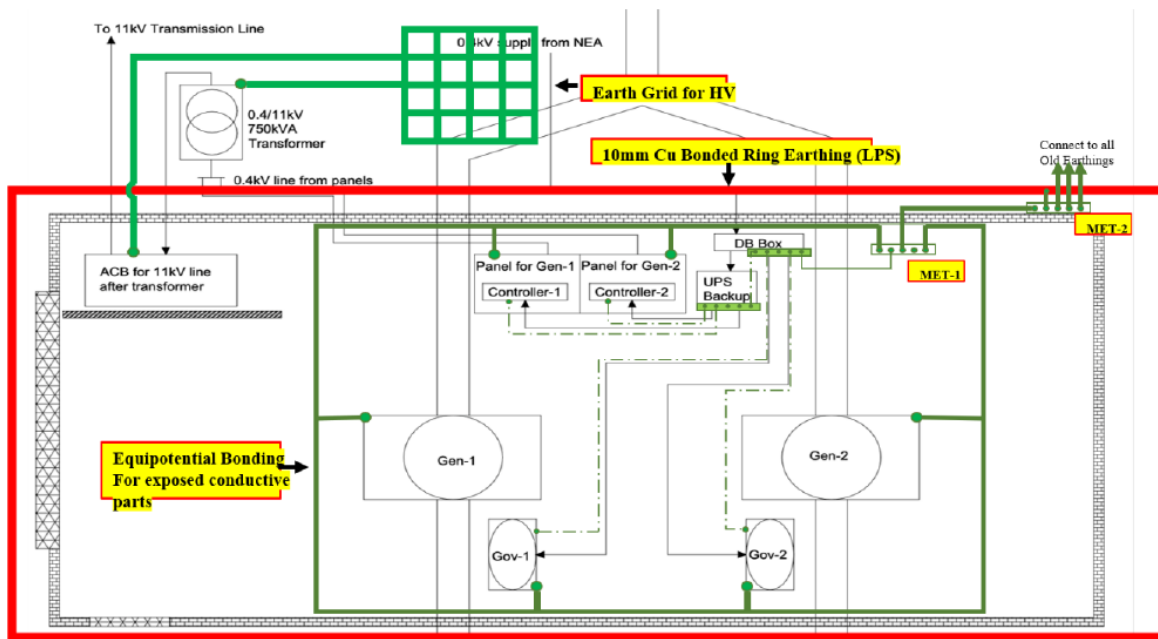


Figure 1: Reference earthing and lightning & surge protection system

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The earthing and lightning protections shall comply with the following standards and technical specifications.

S.No	Components	Technical Specifications	Specifications Offered with Compliance	Reference Document (Specify Document)
1	Vertical Air Terminal (2-meter)	• Manufacturer Name/Brand/Model		
		• Length: 2 meters		
		• Material: Aluminum alloy		
		• Diameter: Tapered (16/10 mm)		
		• Holder: Stainless steel wall clamp		
		• Connection Point: 8 mm for Aluminum conductor		
		• Standards: IS/IEC 62305		
		• Tested: IEC 62561-2		
2	Vertical Air Terminal (1-meter)	• Manufacturer Name/Brand/Model		
		• Length: 1 meter		
		• Material: Aluminum alloy		
		• Diameter: Tapered (16/10 mm)		
		• Holder: Stainless steel air terminal holder		
		• Connection Point: 8 mm for Aluminum conductor		
		• Standards: IS/IEC 62305		
		• Tested: IEC 62561-2		
3	Aluminum Solid Round Conductor (8 mm)	• Diameter: 8 mm		
		• Standards: IS/IEC 62305		
		• Tested: IEC 62561-2		
4	Metal Roof Conductor Holder	• Standards: IS/IEC 62305		
		• Tested: IEC 62561-4		
5	Stainless Steel Cross Connector	• Standards: IEC 62305		
		• Tested: IEC 62561-1		
6		• Standards: IS/IEC 62305		

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	Stainless Steel Conductor Holder	<ul style="list-style-type: none"> <li>• Tested: IEC 62561-4</li> </ul>		
7	Test Joint with Enclosure	<ul style="list-style-type: none"> <li>• Rating: IP 54/65</li> <li>• Standards: IEC 62305</li> <li>• Tested: IEC 62561-1</li> </ul>		
8	Copper-Bonded Round Steel Solid Conductor (10 mm)	<ul style="list-style-type: none"> <li>• Diameter: 10 mm</li> <li>• Copper Bonding Thickness: 170 <math>\mu\text{m}</math></li> <li>• Standards: IS/IEC 62305</li> <li>• Tested: IEC 62561-2</li> </ul>		
9	Vertical Earth Electrode (3-meter, 25 mm)	<ul style="list-style-type: none"> <li>• Length: 3 meters</li> <li>• Diameter: 25 mm</li> <li>• Copper Bonding Thickness: 250 <math>\mu\text{m}</math></li> <li>• Standards: IEC 62305, IEC 60364-5-54 or UL 467</li> <li>• Tested: IEC 62561-2</li> </ul>		
10	Earth Enhancing Mineral Compound	<ul style="list-style-type: none"> <li>• Standards: IEC 62305, IS 3043</li> <li>• Tested: IEC 62561-7 (Leaching and TCLP)</li> <li>• Test Certificate: NABL accredited lab</li> </ul>		
11	Stainless Steel Universal Clamp	<ul style="list-style-type: none"> <li>• Standards: IS/IEC 62305</li> <li>• Tested: IEC 62561-1</li> </ul>		
12	Equipotential Bonding Rail (500 mm <sup>2</sup> )	<ul style="list-style-type: none"> <li>• Material: Tinned copper</li> <li>• Size: 500 x 50 x 10 mm</li> <li>• Nominal Cross-Section: 500 mm<sup>2</sup></li> <li>• Standards: IEC 62305, TIA-607-B</li> </ul>		
13	Equipotential Bonding Rail (300 mm <sup>2</sup> )	<ul style="list-style-type: none"> <li>• Material: Tinned copper</li> <li>• Size: 300 x 50 x 6 mm</li> <li>• Nominal Cross-Section: 300 mm<sup>2</sup></li> <li>• Standards: IEC 62305, TIA-607-B</li> </ul>		
14		<ul style="list-style-type: none"> <li>• Thread Size: M10</li> </ul>		

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	Earth Stud Connecting Point (M10)	<ul style="list-style-type: none"> <li>Standards: IS/IEC 62305</li> <li>Tested: IEC 62561-1</li> </ul>		
15	Surge Protection Device (Type 1+2)	<ul style="list-style-type: none"> <li>Manufacturer Name/Brand/Model</li> </ul>		
		<ul style="list-style-type: none"> <li>Nominal Voltage: 230V 50/60Hz</li> </ul>		
		<ul style="list-style-type: none"> <li>MCOV: 255V</li> </ul>		
		<ul style="list-style-type: none"> <li>TOV Failsafe Mechanism (L-N/N-PE). 440 V for 120 min/1200 V for 200 ms.</li> </ul>		
		<ul style="list-style-type: none"> <li>Lightning Impulse Discharge Current (L-N/N-PE): 12.5 kA/50 kA (10/350µ sec)</li> </ul>		
		<ul style="list-style-type: none"> <li>Nominal Discharge current (L-N/N-PE) - 12.5 kA/50 kA (8/20µ sec)</li> </ul>		
		<ul style="list-style-type: none"> <li>Max Discharge current (L-N/N- PE) - 50 kA/100 kA (8/20µ sec)</li> </ul>		
		<ul style="list-style-type: none"> <li>Short- Circuit Current rating (Iscrr) – 50 kA/50 Hz</li> </ul>		
		<ul style="list-style-type: none"> <li>Backup fuse- 315 AgG/gL. Health Status Indication required in all cartridges including N to PE and Remote monitoring facility.</li> </ul>		
		<ul style="list-style-type: none"> <li>Total Response time (L-N/N-PE) &lt; 25 ns / &lt; 100ns</li> </ul>		
		<ul style="list-style-type: none"> <li>Standards: IEC 61643 Part 11:2011 or UL 1449 4th Edition</li> </ul>		
		<ul style="list-style-type: none"> <li>VDE test certificate</li> </ul>		
		<ul style="list-style-type: none"> <li>Warranty period: 1 year</li> </ul>		
<ul style="list-style-type: none"> <li>Warranty start date: From testing and commissioning</li> </ul>				
16	Surge Protection Device (Type 2)	<ul style="list-style-type: none"> <li>Manufacturer Name/Brand/Model</li> </ul>		
		<ul style="list-style-type: none"> <li>Nominal Voltage: 230V 50/60Hz</li> </ul>		
		<ul style="list-style-type: none"> <li>MCOV: 300V</li> </ul>		

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		TOV Failsafe Mechanism (L- N/N-PE). 440 V for 120 min		
		• Nominal Discharge Current (L-N/N-PE): 20 kA/40 kA (8/20µ sec)		
		• Max Discharge current (L-N/N-PE) - 50 kA/65 kA (8/20µ sec)		
		• Short- Circuit Current rating (Iscrr) – 25 kA/50 Hz		
		• Backup fuse: 315 AgG/gL. Health Status Indication required in all cartridges including N to PE and Remote monitoring facility.		
		• Total Response time (L-N/N-PE) < 25 ns / < 100ns		
		• Standards: IEC 61643 Part 11:2011, UL 1449 4th Edition		
		• VDE test certificate		
		• Warranty period: 1 year		
		• Warranty start date: From testing and commissioning		
17	Bonding Conductor (6 sq mm)	• Cross-Sectional Area: 6 mm <sup>2</sup>		
		• Material: Copper		
18	Protective Earthing Conductor (25 sq mm)	• Cross-Sectional Area: 25 mm <sup>2</sup>		
		• Material: Copper		
19	Main Earthing Conductor (25 sq mm)	• Cross-Sectional Area: 25 mm <sup>2</sup>		
		• Material: Copper		

*Note: The supplier must submit the required test certificates mentioned in the above table.*

*Standard*



## **Annex 5**

### **General Terms and Conditions of Contract**

#### **1. ACCEPTANCE OF THE PURCHASE ORDER:**

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind AEPC/RERL unless agreed to in writing by a duly authorized official of AEPC/RERL.

#### **2. PAYMENT:**

- AEPC/RERL shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- Unless authorized by AEPC/RERL, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- The prices shown in this Purchase Order may not be increased except by express written agreement of AEPC/RERL.

#### **3. TAX EXEMPTION:**

- Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize AEPC/RERL's exemption from such taxes, duties or charges, the Supplier shall immediately consult with AEPC/RERL to determine a mutually acceptable procedure.
- Accordingly, the Supplier authorizes AEPC/RERL to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with AEPC/RERL before the payment thereof and AEPC/RERL has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide AEPC/RERL with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

#### **4. RISK OF LOSS:**

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.



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## **5. EXPORT LICENCES:**

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licenses required for the goods.

## **6. FITNESS OF GOODS/PACKAGING:**

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by AEPC/RERL, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

## **7. INSPECTION:**

- AEPC/RERL shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.
- Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

## **8. INTELLECTUAL PROPERTY INFRINGEMENT**

The Supplier warrants that the use or supply by AEPC/RERL of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold AEPC/RERL and the United Nations harmless from any actions or claims brought against AEPC/RERL or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

## **9. RIGHTS OF AEPC/RERL**

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, AEPC/RERL may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- Procure all or part of the goods from other sources, in which event AEPC/RERL may hold the Supplier responsible for any excess cost occasioned thereby.
- Refuse to accept delivery of all or part of the goods.
- Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of AEPC/RERL.

## **10. LATE DELIVERY:**

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with AEPC/RERL to determine the most expeditious means for delivering the goods and (ii) use an

*Standard*



expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by AEPC/RERL.

#### **11. ASSIGNMENT AND INSOLVENCY:**

- The Supplier shall not, except after obtaining the written consent of AEPC/RERL, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
- Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, AEPC/RERL may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

#### **12. USE OF AEPC/RERL OR UNDP OR UNITED NATIONS NAME OR EMBLEM:**

The Supplier shall not use the name, emblem or official seal of AEPC/ RERL or UNDP or the United Nations for any purpose.

#### **13. PROHIBITION ON ADVERTISING:**

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to AEPC/RERL without specific permission of AEPC/RERL in each instance.

#### **14. CHILD LABOUR:**

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle AEPC/RERL to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of AEPC/RERL.

#### **15. MINES**

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Any breach of this representation and warranty shall entitle AEPC/RERL to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of AEPC/RERL.

#### **16. SETTLEMENT OF DISPUTES**

**Amicable Settlement.** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof.

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Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

**Arbitration.** Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

#### **17. PRIVILEGES AND IMMUNITIES**

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

#### **18. SEXUAL EXPLOITATION:**

- The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle AEPC/RERL to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- AEPC/RERL shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

#### **19. OFFICIALS NOT TO BENEFIT:**

The Contractor warrants that no official of AEPC/RERL has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

#### **20. AUTHORITY TO MODIFY:**

Pursuant to the Financial Regulations and Rules of AEPC/RERL, only the AEPC/RERL Authorized Official possess the authority to agree on behalf of AEPC/RERL to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable

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against AEPC/RERL unless provided by an amendment to this Agreement signed by the Contractor and jointly by the AEPC/RERL Authorized Official.

*S. G. Tam*



# Annex VI. Contract Forms

## 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 Sealed 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.

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:

*Sealed*



## 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 Sealed Quotation for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a SQ 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. Quotation Form and the Price Schedule submitted by the Supplier;
  - e. 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:

*S. S. S.*



### 3. Bank Guarantee for Advance Payment

To: *[name of the Purchaser]*

*[name of Contract]*

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called “the Supplier”) shall deposit with the Purchaser a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between the Purchaser and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

The validity period of the guarantee shall be 30 days beyond the period scheduled for repayment of the advance payment and the guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until the Purchaser receives full repayment of the same amount from the Supplier.

Yours truly,

Signature and seal of the Guarantors

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*[name of bank or financial institution]*

---

*[address]*

---

*[date]*

*S. S. S.*



## 4. Performance Security

Date :

To: *[name and address of the Purchaser]*

WHEREAS **[insert complete name of Supplier]** (hereinafter “the Supplier”) has received the notification of award for the execution of **[insert identification number and name of contract]** (hereinafter “the Contract”).

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Supplier shall furnish you with a security **[insert type of security]** issued by a reputable guarantor for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS the undersigned **[insert complete name of Guarantor]**, legally domiciled in **[insert complete address of Guarantor]**, (hereinafter the “Guarantor”), have agreed to give the Supplier a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of **[insert currency and amount of guarantee in words and figures]** and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of **[insert currency and amount of guarantee in words and figures]** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the **[insert day, month, year]**.

Name: **[insert complete name of person signing the Security]**

In the capacity of: **[insert legal capacity of person signing the Security]**

Signed: **[insert signature of person whose name and capacity are shown above]**

Duly authorized to sign the security for and on behalf of: **[insert seal and complete name of Guarantor]**

Date: **[insert date of signing]**