

NIC ASIA Capital Limited

Thapathali, Trade Tower, Kathmandu, Nepal

REQUEST FOR QUOTATION DOCUMENT FOR

SUPPLY AND DELIVERY OF

FISCAL YEAR 2082/83 B.S.

Registered Office

General Administration Department Thapathali, Kathmandu, Nepal Tel No: 977-01- 5705994, 977-01- 5705337

> Email: admin@nicasiacapital.com Website: www.nicasiacapital.com

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SECTION I: INTRODUCTION

NIC ASIA Capital Limited is a subsidiary of NIC ASIA Bank Limited. NIC ASIA Capital Limited was incorporated under the Companies Act 2007 of Nepal and is licensed by the Securities Board of Nepal to undertake Merchant Banking activities which includes services like Issue Management and Underwriting, Registrar to Share, Depositary Participant and Portfolio Management.

NIC ASIA Capital Limited invites sealed Quotations from the eligible Applicants for Supply and Delivery of

SECTION II: CONFIDENTIALITY

The contents of this document should not be disclosed to any third party without the express prior written consent of NIC ASIA Capital Limited. This document shall remain the property of NIC ASIA Capital Limited. In the event that the applicant is not awarded this project, NIC ASIA Capital Limited reserves the right to request the return of any and all materials of this document. This document is supplied under a non-disclosure basis. In consideration of the receipt of this document you agree not to reproduce or make this information available in any manner to persons outside the group directly responsible for evaluation of this content.

Participants must not make any public statement regarding this RFQ process without the express prior written consent of NIC ASIA Capital Limited.

NIC ASIA Capital Limited may, if it considers it appropriate, require a participant to sign a confidentiality deed before releasing any confidential or commercially sensitive information to the participant. The participant agrees to sign the confidentiality deed, if requested.

NIC ASIA Capital Limited reserves the right to exclude any participant from this RFQ process if NIC ASIA Capital Limited becomes aware that the participant has breached any of the obligations.

SECTION III: DISCLAIMER

The information contained in this RFQ document provided whether verbally or in documentary form by or on behalf of NIC ASIA Capital Limited, to the parties is on the terms and conditions set out in this document:

- i This RFQ is neither an agreement nor an offer and is only an invitation by Capital to the interested Applicants for submission of quotation. The purpose of this RFQ is to provide the Applicants with information to assist the formulation of their Quotations.
- ii This RFQ does not claim to contain all the information each Applicant may require. Each Applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFQ and where necessary obtain independent advice.
- iii NIC ASIA Capital Limited makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFQ.
- iv NIC ASIA Capital Limited may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFQ.

- v No contractual obligation whatsoever shall arise from the RFQ process until a formal contract is executed by the duly authorized signatory of the NIC ASIA Capital Limited and the Applicant.
- vi NIC ASIA Capital Limited hold rights to accept or reject Applicants RFQ in whole or in partial whatsoever may be the reason.

SECTION IV: INTERPRETATION

- i. Capital means NIC ASIA Capital Limited Ltd.
- ii. 'Recipient' or 'Respondent' or 'Applicant' means to whom the RFQ document is issued by the Capital.
- iii. RFQ means Request for Quotation
- iv. OEM means Original Equipment Manufacturer

SECTION V: INSTRUCTIONS TO THE APPLICANTS

Instructions:

- i. The Applicants shall study the RFQ documents thoroughly and understand the scope and quality of work expected. A prospective Applicant requiring any clarification of the Document shall contact the Capital in writing at the Capital's address indicated in the RFQ Document. However, such enquiries shall be in written format only, telephonic enquiries are strictly prohibited and shall not be entertained.
- ii. Submission or participation by an Applicant in more than one RFQ Quotations will result in the disqualification of all those RFQs.
- iii. Either the Nepalese agent on behalf of the Principal/OEM or Principal/OEM itself can participate in RFQ but both cannot participant simultaneously for the same solution. If an agent submits a RFQ on behalf of the Principal/ OEM, the same agent shall not submit a RFQ on behalf of another Principal/ OEM for the same solution.
- iv. The Applicants shall be disqualified, if they try to influence the decision of Capital in their favor.
- v. The Applicants shall submit the RFQ Quotations in one envelopes marking "RFQ document for Supply and delivery of".
- vi. RFQ documents are to be submitted within close business hour on date mentioned in RFQ Notice and Re-notice (If applicable) at Capital's Registered Office, Thapathali, Kathmandu. In case public holiday in the last date of submission, Applicants shall require submitting RFQs not later than next working day.
- vii. Capital shall inform to all Applicants regarding the date and time of opening of financial documents.
- viii. Price offered should be inclusive of all costs such as VAT, customs duty, or any other local taxes freight and Installation charges etc.
- ix. In case of discrepancies or error in RFQ documents, RFQ notice or any other document, the Capital reserves the right to amend and correct at any time,
- x. The Capital shall reserve the right to reject any or all quotation with or without assigning any reasons whatsoever and to negotiate/re-negotiate with the Applicants in the best interest of the Capital.
- xi. The Capital reserves right to award the RFQ to different Applicants fully or partially.
- xii. The selected Applicant shall be provided "Purchase Order" along with all relevant details and terms of Procurement.

Documentation Requirement:

The Applicants shall require submitting under mentioned self-attested/ duly signed documents in a sealed envelope in following order:

- a. Application letter as per the format provided.
- b. Stamped signed copy of RFQ Document.
- c. Conformity of eligibility criteria.
- d. RFQ Document fee deposit slip in the bank account number
- e. Company/ Firm Registration Certificate Duly notarized.
- f. Duly notarized MOA and AOA Duly notarized.
- g. Valid copy of PAN/VAT certificate Duly notarized.
- h. Duly notarized audited Financial Statements for the latest Financial Year.
- i. Copy of Tax Clearance certificate for the Fiscal Year Duly notarized.
- j. Latest Share Register (Share Lagat) Duly notarized.
- k. Latest Director Register (Sanchalak Lagat) Duly notarized.
- Latest Company Update (Company Adhyawodhik) in case of firm's renewal from Duly notarized Department of Commerce/Industry.
- m. Company profile with client's telephone number.
- n. Authorization certificate for distributorship/dealership for the proposed product if applicable.
- o. Later of undertaking on minimum life of product provided.
- p. Duly filled Know Your Vendor form as per Form No.7
- q. Customer reference letter of previous experience.
- r. Letter of Financial Quotation (as prescribed in Section X, Form no. 2, to enclosed only in Financial Quotation).
- s. Letter of not being backlisted in Credit Information Bureau

Notes:

- Non-submission of the required documents and non-compliance of mandatory requirement as mentioned above may lead to the disqualification of the Quotations.
- The Applicant should provide relevant additional information wherever required in the eligibility criteria.
- The capital reserves the right to verify/evaluate the claims made by the Applicant independently. Any decision of the capital in this regard shall be final, conclusive and binding upon the Applicant.

Eligibility Criteria:

- 1. The applicants should have at least of company registration.
- 2. The applicants should have Work Experience of at leastorganizations/BFIs of Nepal in last three years.
- 3. The applicants should have annual turnover at least of NPR in fiscal year

Validity of RFQ:

The validity period of the Quotation shall be "............". The prices quoted by the selected Service Provider shall and will be negotiated by the Capital.

Settlement of Disputes:

In case of any dispute arising out between the parties to this agreement/RFQ, it shall be **settled amicably between the parties**, and no third parties shall be involved. In case the parties fail to amicably settle the dispute, such dispute may be settled through the process of normal court procedure.

SECTION VI: CONTRACT INFORMATION

1. The Capital/Employer is:

NIC ASIA Capital Limited Ltd.

Registered Office

General Administration Department Thapathali, Kathmandu, Nepal

Tel No: 977-01- 5705994, 977-01- 5705337

Email: info@nicasiacapital.com Website: <u>www.nicasiacapital.com</u>

2. <u>For Quotation submission purposes and clarification purposes</u> only, the Capital's address is:

General Administration Department

Trade Tower Nepal, Thapathali, Kathmandu, Nepal

Tel No: 977-01- 5705337, 977-01- 5705994

Email: admin@nicasiacapital.com

- 3. The name of the contract is **Supply and Delivery of**
- 4. The selected Applicant shall be required to complete the supply of within 21 days from the date of Purchase Order(s) and further written instructions received from the capital or as mutually agreed.
- 5. Quantity may increase or decrease in "Purchase Order" than the quantity mentioned in RFQ document, and the selected Applicant shall charge same rate (final negotiated) for additional quantity of to be supplied.
- 6. The Capital shall reserve the right to terminate the contract at any point of time if the selected Applicant(s) delays to **Supply and Delivery of**
- 7. The Capital shall not be liable for payment against the solution other than specified specifications/quality.
- 8. The price quoted must be valid for from the closing date of the RFQ notice.
- 9. The selected parties or Capital shall not be held liable for failure to perform any of its contractual obligations if such failure results from any Force Majeure, Fire, Earthquake, Explosion, Strike, Lockouts, Industrial Disputes, Transportations Embargos, the existence of State Emergency, War-Like condition, Civil Commotions, Riots, any measures taken by the government whatsoever which renders it impossible or not practicable to fulfill its contractual obligations.

SECTION VII: RFQ DOCUMENT

Article 1: Specifications of

SN	Specification	Rate(NRP.)	Qty.	Total

Price for all option should be inclusive of VAT and Transportation Cost proposed in prescribed format.

Article 2: Termination of Contract

NIC ASIA Capital Limited reserves the right to cancel the contract placed on the selected Applicant and recover expenditure incurred on the following circumstances:

- The selected Applicant commits a breach of any of the terms or condition of the RFQ and/or contract.
- ii. The Applicant goes into liquidation, voluntary or otherwise.
- iii. The selected Applicant fails to complete the assignment within stipulated time frame and the extension if granted.

Article 3: Payment

- After completion of Supply and delivery of as prescribed by the Capital
- ii. The Capital shall not be liable to pay any extra cost on account of transportation and labor charges against Supply and delivery of
- iii. In case of domestic Applicant payment shall be made directly to the account maintained in NIC ASIA Bank Limited with account number......

Article 4: Penalty

The Contractor should indemnify the Capital against claims from third parties for the use of material subject to patents / copyrights / IP rights of the software developer incorporated in any goods and services offered by them.

NIC ASIA Capital Limited reserves the right to penalize the Applicant if any act or failure by the Applicant under the agreement results in failure or non-usability of, the penalty may be equal to the cost it incurs or the loss it suffers for such failure. NIC ASIA Capital Limited may impose a penalty to the damage to its equipment, if the damage was due to the actions directly attributable to the staff of the Applicant. NIC ASIA Capital Limited may impose a penalty as per the clause on delays on implementation.

Any delays on implementation on the part of the Applicant to the timelines as agreed by NIC ASIA Capital Limited and successful Applicant will attract penalty of NPR 500/- per day for first 7 days and NPR 1000/- thereafter. The amount will be deducted from the payable amount. No penalties will be levied for delays not attributable to the Applicant or on account of uncontrollable circumstances. The decision of NIC ASIA Capital Limited will be final and binding upon the Applicant.

SECTION VIII: RFQ OPENING & ANALYSIS

NIC ASIA Capital Limited will open all received RFQs in the presence of interested Applicant on the date and time as informed by the Capital. However, RFQ may be open even if Applicants or their representatives remain absent at the scheduled time.

NIC ASIA Capital Limited may at its own discretion, waive minor deviations/irregularities in an RFQ which shall be conclusive and binding to all the Applicants.

NIC ASIA Capital Limited reserves the right to accept or reject in part or full any or all offers and/or cancel the RFQ process without assigning any reason thereof without incurring liability to the affected Applicant. Any decision of NIC ASIA Capital Limited shall be final, conclusive and binding upon the Applicants. NIC ASIA Capital Limited also shall have no obligation on its

part to inform the Applicants the ground for the action. NIC ASIA Capital Limited will further have no obligation to acquire any or all of the items proposed, and no contractual obligation whatsoever shall arise from the RFQ process unless and until a formal contract is signed and executed by duly authorized officials of NIC ASIA Capital Limited and the Applicant.

NIC ASIA Capital Limited will have its own internal evaluation process which will not be disclosed to the Applicants to technically and commercially evaluate all the eligible RFQs. During technical evaluation, if it is found that the Applicant has not indicated any component/module or item which is required for the implementation of the solution, the same has to be provided by the successful Applicant without any additional cost to NIC ASIA Capital Limited.

NIC ASIA Capital Limited will, at its sole discretion, ask some or all of the Applicants for the clarification of their Quotations to assist in comparison, evaluation and scrutiny of the RFQs. The request for clarification will be in writing and will have to be responded by the Applicant within stipulated time. NIC ASIA Capital Limited can and will negotiate the short-listed Applicants on the pricing and/or additional requirements.

NIC ASIA Capital Limited reserves the right to assign the contract to any of the Applicant/Applicants in part or full without assigning any reasons thereof. Any decision of NIC ASIA Capital Limited in this regard will be final and binding to all the parties. NIC ASIA Capital Limited will incur no liability/ contractual obligation with any or all of the Applicants affected by the decision.

SECTION IX: SELECTION / EVALUAITON OF QUOTATION

The contract will be awarded to the best evaluated Quotations meeting the instructions and eligibility criteria as on SECTION V, and RFQ Document information as on SECTION VII. The Capital reserves the right to award the contract in whole or in part, by item, by group of items, or by section where such action serves the best interests of the Capital.

SECTION X: STANDARD FORMS FOR PROPOSAL

Form No. 1: Application Letter

[Application Letter must be in Applicant's Letter Head]

published on and Capital's we hereby submit our interest to inization as per the technical specifications
arate document(s) are fully acceptable to us.
act Telephone/Mobile No.:

Form No. 2: Financial Quotation (Applicant should submit this offer letter in letter head without fail)

Date:

To: NIC ASIA Capital Limited

General Administration Department, Registered Office, Trade Tower Thapathali, Kathmandu, Nepal

Subject: Financial Quotation along terms and conditions for **Supply and Delivery of**

A: Technical Specification and Terms and Conditions

SN	Particulars	Capital's Specification	Vendor's Specification
1	Name of Brand		
2	Model		
3	Origin of Brand (belong to which Country)		
4	Country of Manufacture		
5	Year of Manufacture		
6	Month of Manufacture		
7	Year of Import		
8	Nature of Vendor: OEM/Agent/ Distributor/ Middlemen (Agreement to be		
	attached)		
9	VAT Registration Certificate		
10	PAN Certificate		
11	Company/Business Registration Certificate		
12	Transportation Charge		
13	Payment Terms		
14	Delivery Terms		
15	Previous Experience in other Organizations		
16	Previous Experience with our Capital		

B: Financial Offer

SN	Items	Quantity	Rate	Amount (NPR)
1	Brand Model			

Note: The above quoted rate is inclusive of VAT and all other applicable taxes, delivery cost, labor charges if any. Domestic applicants should quote in NPR only.

This Quotation and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

The price quoted above is valid for one year from the closing date of procurement notice.

RFQ Document of Supply and Delivery of

We agree for Supply and Delivery of to the Capital as prentioned herein from the date of issuance of Purchase Order(s) or any of instruction received from the Capital. We accept the penalty clause as no Documents, in case, being unable to perform within the stipulated time frame	ther further written nentioned in RFQ
We hereby confirm that this Quotation complies with the validity period as rec Documents.	quired by the RFQ
Authorized Signature:	
Name and Title of Signatory:	
Name of the Company:	
Address:	
Duly authorized to sign the Quotation for and on behalf of:	
Date:	
	Stamp

Date: General Administration Department, NIC ASIA Capital Limited Registered Office Trade Tower Nepal, Thapathali, Kathmandu Sub: Declaration on non - involvement in money laundering/ terrorist financing activities Dear Sir, I/ We hereby declare that our firm/company fully complies with all the laws of land and not associated in money laundering and terrorist financing activities by any means. Authorized Signature

Stamp

Name and Title of Signatory

Date:		
General Administration Department NIC ASIA Capital Limited Registered Office		
Trade Tower Nepal, Thapathali, Kathmandu	ı	
We hereby confirm that we comply to all of further understood that failing to meet any of the complex with the complex of interest, or financial interest with NIC AS	of the requirements, specification in the selection proce oplicant firm/ Company" de	fication and standard of ss at any point of time.
Authorized Signature		
Name and Title of Signatory		
		Stamp
	'	

Form No. 4: Declaration Form 2

Date:	
General Administration Department, NIC ASIA Capital Limited Registered Office Trade Tower Nepal, Thapathali, Kathmandu	
Sub: Declaration Form Regarding Criminal Of	fence
Dear Sir,	
I/ We hereby declare that our firm/company have not been convicted in Nepal or in any other country.	ed with a criminal offence
If yes, please specify.	
Authorized Signature	
Name and Title of Signatory	
	Stamp

Form No. 5: Declaration Form 3

Date	:			
NIC / Regi	eral Administration Department, ASIA Capital Limited stered Office e Tower Nepal, Thapathali, Kath	mandu		
TT GG	o rovor ropai, mapatiai, ratii	manaa		
	Sub: Declaration	Form Regarding	Reneficial Owner	
Dear		Tomi regarding	Deficitional Owner	
	e hereby declare that our firm/cor me/us	npany No/ Follow	ing beneficial own	er and relationship
	s, please write names of benefici			
SN	Name	Relation	Address	Contact No.
A.	Name of Shareholders holding more than 10% of			
Λ.	shares in the company			
1				
2				
3	N 65: 1 6!!			
В.	Name of Directors of the Company			
1				
3				
C.	Name of person/s operating the capital account of the company			
Auth	orized Signature			
Nam	e and Title of Signatory			
	J ,			
				Stamp

Form No. 6: Declaration Form 4

कृपया कालो मसी प्रयोग गर्नुहोला।



(कम्पनी/संघ/संस्थाहरुको हकमा) Know Your Vendor

मिति	
Date	

तल उल्लेखित विवरण राम्रोसँग भर्नु पर्नेछ । आफू सरोकार नभएको विवरण उल्लेख गरिएको कोठामा धर्का तानिदिनु होला । Please complete all the details.

rease complete an the c	ctaris.								
कम्पनी / संघ / संस्थाहरुको विवरण (<mark>Compan</mark> y Details)									
कम्पनीको नाम									
Company Name (In Block Letters)						100			
Registration Details (दर	ाको विवर	ण)							
Constitution (विधान)									
Proprietorship (एकल व्यवसाय)		Partnership (साभ्जेदारी)		Pv	t. L (प्रा.		c Ltd. पब्लिक लि.)	Others . (अन्य)	
Specify (खुलाउनुहोस्)									
Office of Registration	1		7			Place of Regi	istration		
दर्ता गरेको कार्योलय						दर्ता भएको स्थान	f		
Date of Registration दर्ता मिति						Registration दर्ता नं	No.		
PAN <mark>No.</mark> स्था ले नं						VAT No. भ्याट नं		4	
Registered Address (दर्ता ठेगाना)									
दर्ता ठेगाना (Registered A	ddress/)perati	on/Cur			I	777 137	
House No.		Ward No.:				use No.		Ward No.:	
		वडा नं:				नं.)		वडा नं:	
Street/Tole (सडक / टोल)						reet/Tole			
Municipality/RM		District			(सडक/टोल) Municipality/RM District				
(नपा/गापा)		(जिल्ला)				गाटाकृयास्यु/स्स्या गा/गापा)		(जिल्ला)	
Telephone No.:		Fax No.	0		Tel	lephone No.:		Fax No.	
टेलिफोन नं::		(फ्याक्स नं.)				फोन नं::		(फ्याक्स नं.)	
Email:		Website				nail:		Website	
ईमेल:		(वेबसाईट)			ईमे	ल:		(वेबसाईट)	
Name of Key contact o व्यक्तिको नाम)	fficial (म्	ख्य सम्पर्क							
Mobile No. of Key con व्यक्तिको मो.नं.)	tact offic	cial (मुख्य सम्पर्क							
				•					
बैंक खाताको विवरण (Bank Account Details)									
बैंक खाता नम्बर:		,							
Bank Account No.:									
बैंक खाता भएको बैंकको टे	गाना:								
Address of Bank:									

Nature Of C	Company, Organization Or Busin	ness (कम्प	ग्नी, संग	स्था, व्यवसायको प्रकार	र)			
	peration (संचालन क्षेत्र)			Nature of Busi	iness	(
), I 0	100g (D. 1			व्यवसायको प्रका	₹)			
Number of कार्यालय/शा	Offices (Branches)							
	Branches (शाखा संख्या)							
Financial D	Details (आर्थिक विवरण):							
आयको सीमा	(वार्षिक विव <mark>रण) Income Lim</mark> it (Ani	nual Det	ails)					
ह. ४,००,००० सम्म <u>ह. १०,</u> ००,००० रहि १०,००,००० सम्म <u>ह. १०,</u> ००,०००								
Upto Rs. 5,00,000			From Rs. 5,00,001 to 10,00,000				Above Rs.	
			•		_	0 20		
Details Of Owner/Shareholders more than 10% (अधिकारीहरु र १०% भन्दा माथिका शेयरधनीहरुको विवरण) S. No. (Name (नाम) Nationality Official Residential Address (वसोवासको								
5. No. (S. No. (Name (नाम)		यता)	Official Position/Designati		Residential Address (वसोवासको ठेगाना)		
		*		on			ise & ward no.)	
				(तह/पद)		(पुरा ठेगाना घर नं		
1								
2								
3						1		
4								
Note: Please use additional sheet as required. नोट: आवश्यकता अनुसार अतिरिक्त पृष्ठ भर्नुहोला ।								
Please tick " the appropriate box(es) for each of the following questions:								
(तल उल्लेखित प्रश्नहरुको उपयुक्त कोष्ठमा चिन्ह लगाउनु होस्)								
Are you U.S. Resident? (के तपाई अमेरिकाको बासिन्दा हुनुहुन्छ ?) Yes(हो) No(होइन)								
Are you a U.S. Citizen? (के तपाई अमेरिकाको नागरिक हुनुहुन्छ ?)								
	old a U.S. Permane <mark>nt Resid</mark>	lent Ca	rd (G	<mark>Freen Card)?</mark> (के	हे तपाई	ई अमेरिकी न्चभभल	ऋबचम	
प्राप्त व्यक्तिः	हुनु हुन्छ)							
If yes, please	e specify (यदि हुनुहुन्छ भने कृपया उल्हे	तेख गर्नुहो	स् ।)					
S. No. (Name (नाम)			Passport No.	Pa	assport Issued	VISA Expiry	
क .सं.)				(राहदानी नं.)		Date	Date	
					(D)	D-MM-YYYY)	(DD-MM- YYYY)	
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2								
3								
4								

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रहेको र सो विवरणमा क्नै फरक <mark>परे</mark> कानून बमोजिम सहँल						
disclosed details are true. I/We further hereby cons						
information related to me/us.						
Official Seal (आधिकारिक छाप)						
नोट:सूचीकृत भएका कम्पनी तथा फर्महरुले सन्तोष जनक सेवा तथा सः		<mark>गट बिना सूचना हटाउन स</mark> िकनेछ। यस उपर कुनै				
दाबी, बिरोध गर्न पाइने छैन । सूचीकृत गर्ने वा नगर्ने सम्बन्धी सम्पूर्ण अधिकार यस क्यापिटलमा नै निहित रहनेछ ।						
		(21181211121				
	Authorized Signatur	e (आधिकारिक <mark>दस्तख</mark> त)				
कार्यालय प्रयो <mark>जनको लागि</mark>						
Account Risk Grading: High Risk	Medium Risk	Low Risk				
Reason for Risk Grading						
रुजु गर्ने		प्रमाणित गर्ने				
नाम थर:		नाम थर:				
पद:						
हस्ताक्षर:		हस्ताक्षर:				
मिति:	कार्यालयको छाप	मिति:				