



Request for Quotation (RFQ)

Issued on: **12 July 2019**

Millennium Challenge Account Nepal
on behalf of

The Government of Nepal
funded by

The United States of America
Through
The Millennium Challenge Corporation

For

**Supply and delivery of Software
Licenses**

Ref No: **MCA-N/PM/SH/017**



MILLENNIUM CHALLENGE ACCOUNT NEPAL (MCA-NEPAL)

Request for Quotation for Supply and Delivery of Software Licenses

Kathmandu, Nepal

12 July 2019

Ref: MCA-N/PM/SH/017

1. The Millennium Challenge Corporation (“MCC”) and the Government of Nepal (“Government” or “GoN”) have entered into a Millennium Challenge Compact for Millennium Challenge Account assistance to help facilitate poverty reduction through economic growth in Nepal on 14 September 2017 (“The Compact”) in the amount of approximately **USD 500 million** (“MCC Funding”). The Government intends to apply parts of the proceeds of the funds to payments for contracts for goods, works and services. MCC is a U.S. government agency focused on assisting countries dedicated to good governance, economic freedom, and investments in people.
2. The Compact includes additional investment from the Government of approximately US\$130 million for a total of US\$630 million. It includes two projects: (i) construction of about 300 kilometers of 400kV electricity transmission lines, three substations, and technical assistance for the power sector; and (ii) technical assistance to improve the road maintenance regime and road maintenance works on about 300 kilometers of the strategic road network. The program would include the procurement of contractors and consultants for design, construction and supervision of electricity lines and substations, road maintenance works, including a variety of technical services, equipment and construction works in different geographic locations within Nepal. These contracts will be competed through open international procurement procedures.
3. Millennium Challenge Account Nepal (MCA-Nepal), an organization of the Government of Nepal that manages the Compact Agreement with funding from the Millennium Challenge Corporation, intends to procure the goods and related services of “Supply of Software Licenses” described in the attached Terms of Reference.
4. You are required to submit a quotation for the goods and services as stipulated in the annexes to this RFQ. **Prices shall be quoted all-inclusive in Nepalese Rupees (NPR)**. The offered price should include all costs needed to provide the goods and services in accordance with the Terms of Reference and Conditions of Contract. **No additional cost shall be paid apart from the quoted price for goods and**

services stated under this RFQ. Please note that the address of MCA-Nepal Office is Yak & Yeti Hotel Convention Center (second and third floor), Durbar Marg, Kathmandu.

5. There will be no price negotiations. The quotation shall be valid for sixty (60) days from deadline for submission of quotations stated under clause 20.
6. **Delivery of the Goods and services:** Licenses with Software shall be delivered to MCA-Nepal office **within 15 calendar days** after dual signature of contract (Purchase Order). The supplier must sign the proposal within 2 days of signature of the Contract (Purchase Order) by MCA-Nepal.
7. **Liquidated Damages:** The Supplier agrees that failing to deliver any or all of the Goods or to perform the installations within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Purchase Order, deduct from the Contract Price, as liquidated damages, a sum equivalent to half of percent (0.5%) of the purchase order price for each week of delay in provision of Goods and Services or unperformed Services, until actual delivery or performance, up to a maximum deduction of ten percent (10%) of the purchase order amount. Once the maximum is reached, the Purchaser may consider canceling the Purchase Order. The supplier is bound to provide the amount of liquidated damage, which will be recovered from the suppliers in case of their non-performance.
8. **Payments for the goods:** will be made within thirty (30) days after delivery and acceptance of the goods and receipt of a valid supplier's invoice.
9. You are required to submit quotations **for complete goods and services**, otherwise your quotation shall not be considered.
10. **Clarifications:** Any clarifications needed shall be submitted in written not later than **19 July 2019 by 17:00 hours Nepal Time**. MCA-Nepal will consolidate all submitted requests for clarifications and will issue a Q&A document not later than **22 July 2019 by 17:00 hours Nepal time**.
11. You shall submit only one quotation. Your quotation must be typed or written in indelible ink and shall be signed by your authorized representative.
12. Quotations will be evaluated under shopping method in accordance with the procedures set out in the MCC Program Procurement Guidelines which are provided on the MCC website (<https://www.mcc.gov/resources/doc/program-procurement-guidelines>). The selection process, as described, will also include eligibility checks at the beginning of evaluation to be considered for further evaluation.
13. MCA-Nepal will award the contract to the bidder whose quotation has been determined to be substantially responsive to this Request for Quotation, fulfill the

requirements stated in this Request for Quotation and who has offered the lowest evaluated price quotation. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, requirement of Request for Quotation (RFQ), and specifications in this Request for Quotation, A non-responsive quote shall not be considered for recommendation of award. The Employer will evaluate and compare only the quotations determined to be substantially responsive.

14. Bidders shall submit with their Quotations copies of the following documents:
 - a. Firm/ Company Registration (which shall indicate the country of company/firm registration).
 - b. PAN/VAT/TAX Registration; (applicable to Nepalese Firm/Company only)
 - c. Tax Clearance Certificate up to the last FY 2074/2075 (applicable to Nepalese Firm/Company only)
 - d. Authorization in Support of Person signing the Quote such as Power of Attorney or a letter stating that the signatory has authority to sign the Quotation and commit the Contract on behalf of the Bidder.
 - e. Authorization certificate of Microsoft dealership to sell goods and related services in Nepal. (The firm shall be authorized to distribute the Microsoft products in Nepal.)
15. In evaluating the quotations, the Purchaser/MCA-Nepal will adjust for any arithmetical errors as follows:
 - a. where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
 - b. where is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
 - c. If you refuse to accept the correction, your quotation will be rejected
16. Bidders may challenge the results of a procurement only according to the rules established in the Bid Challenge System developed by the MCA-Nepal and approved by MCC. The rules and provisions of the Bid Challenge System are as published on the MCA-Nepal's website at <https://mcanp.org/procurement/bid-challenge-system/>.
17. Please submit your price quotation signed by an authorized representative via the Dropbox link provided below, with the name of the uploaded file as follows: "**Your Company Name -Supply and delivery of Software Licenses.**"

18. The File request link (Dropbox link) for **submission of quotations**:

<https://www.dropbox.com/request/hUe2P1EYApw3TKSuajnH>

Instruction for uploading your submission:

- Click of this link/type this link correctly in a browser.
- Click on **Choose file** (your quotation and all related documents and click upload)
- Click on **+ Add another file** (Optional, only if you have more than one file and so on for other files)
- Enter your: **First name, Last name and Email address**
- Click **Upload**

Done

19. Please note that the provided **Dropbox link** will expire on the **deadline for submission** indicated in clause 21 below, consequently no late quotations will be received.

20. Deadline for submission of quotations is 26 July 2019, at 11:00 hours local time in Kathmandu, Nepal (GMT+5:45).

21. MCA-Nepal reserves the right to reject any or all applications or offers without incurring any liability and may waive any defect or informality therein and accept the offer which it deems most advantageous to the institution.

Yours sincerely,
For MCA-Nepal:

Khadga Bahadur Bisht
Executive Director

Annexes:

1. Technical Specifications
2. Quotation Submission Form
3. Submission form of Supplier's Proposed technical Specification
4. Purchase Order Sample

Annex 1

Technical Specifications

Supply and delivery of Software Licenses

All specifications are minimum, except where ranges, maximum levels and exactitudes are stated. The software licenses should be supplied by authorized Microsoft distributor.

The table below contains list of Software licenses and number of quantities required for MCA-Nepal

No.	Item	Quantity (Set)
1	Genuine MS Project Standard 2016 (076-05838) Gov	20 Users License (Volume)
2	Genuine MS Office Standard 2016 (021-07160) Gov	20 Users License (Volume)
3	Genuine Adobe Acrobat Pro DC TLP/Perpetual Gov	12 Users License (Volume)

Annex 2 Quotation Submission Form

Supply and delivery of Software Licenses

Supplier: _____

Date: _____

S.N.	Description of Goods/Services	Unit	Qty	Rate - Nepalese Rupees (NPR)		Amount - Nepalese Rupees (NPR)
				In Figure	In Words	
1	Genuine MS Project Standard 2016 (076-05838) Gov as per the Specification Annex 1 and Conditions of the Contract	Nos	20			
2	Genuine MS Office Standard 2016 (021-07160) Gov as per the Specification Annex 1 and Conditions of the Contract	Nos	20			
3	Genuine Adobe Acrobat Pro DC TLP/ Perpetual Gov as per the Specification Annex 1 and Conditions of the Contract	Nos	12			
TOTAL						
VAT @ 13%						
GRAND TOTAL						

Our grand total includes all cost needed to provide the goods and services as per the requirement in the Request for Quotation, including delivery of the goods within **15 calendar days** after signing the Contract/ Purchase Order.

We confirm that we have no conflict of Interest as per Millennium Challenge Corporation Program Procurement Guidelines (<https://www.mcc.gov/resources/doc/program-procurement-guidelines>).

Our Quotation is valid for 60 days from the date of Submission.

We are attaching herewith the documentary proof in support as authorization for the person signing the quotation (Attach Letter of Authorization Accordingly).

Name of the Firm: _____

Name of the Person Authorized to Sign the Quotation: _____

Position of the signatory in Organization: _____

Signature of the Authorized Person: _____

Date: _____

Physical Address: _____

Email id: _____

Annex 3

Submission Form of Supplier's Proposed Technical Specifications

Supply and delivery of Software Licenses (To be Completed by the Supplier Accordingly)

S.N.	Description of Goods/Services	Bidder's Proposed Technical Specification
1	Genuine MS Project Standard 2016 (076-05838) Gov as per the Specification Annex 1 and Conditions of the Contract	
2	Genuine MS Office Standard 2016 (021-07160) Gov as per the Specification Annex 1 and Conditions of the Contract	
3	Genuine Adobe Acrobat Pro DC TLP/ Perpetual Gov as per the Specification Annex 1 and Conditions of the Contract	

Annex 4 Sample Purchase Order

PURCHASE ORDER

Procurement Reference		
Project	RFQ No	Contract/PO No
Program Administration	MCA-N/PM/SH/017	MCA-N/PM/SH/017

To: **[Supplier Name], [Address]**

Your quotation reference quotation dated *[Submission date]* is accepted and you are required to supply the goods as detailed below:

SPECIFIC TERMS OF THIS PURCHASE ORDER:

1) You are required to supply the goods as detailed below:

PURCHASE ORDER N°:		Date: XX/July 2019			
Purchaser: Millennium Challenge Account Nepal (MCA-Nepal)		Supply and delivery of Software Licenses for MCA-Nepal			
Supplier/Service Provider: [Supplier Name and Address]					
Address: [Supplier Name and Address]		Tel:		Fax:	VAT No:
Email Address:		Cell No:			
Contact Name:					
ORDER					
Item Number	Description	Unit	Quantity	Unit Rate	Total price (NPR)
1	Genuine MS Project Standard 2016 (076-05838) Gov as per the Specification Annex 1 and Conditions of the Contract/Purchase Order	Nos	20		
2	Genuine MS Office Standard 2016 (021-07160) Gov as per the Specification Annex 1 and Conditions of the Contract/Purchase Order	Nos	20		
3	Genuine Adobe Acrobat Pro DC TLP/ Perpetual Gov as per the Specification Annex 1 and Conditions of the Contract/Purchase Order	Nos	12		
TOTAL AMOUNT WITHOUT VAT					
VAT @ 13%					
TOTAL AMOUNT WITH VAT					

2) **Contract Sum:** *[Insert Amount in words and numbers.]* including VAT

3) Except as may be exempt pursuant to the Compact, MCA-Nepal and all Providers, Covered Providers, Project Partners, contractors (prime contractors and subcontractors), consultants, and

other entities and individuals that receive MCC funding directly or indirectly in furtherance of the Compact are exempt from Taxes or will be refunded equal amount of Taxes paid in respect of the MCC funding in accordance with Section 2.8 of the Compact available at: <https://assets.mcc.gov/content/uploads/compact-nepal.pdf>

- 4) **Delivery point and Delivery time:** The goods are to be delivered to MCA-Nepal Office premises in Kathmandu and within **15 calendar days** after dual signature of contract (Purchase Order). The Cost of delivery is deemed to have been included in the Price in Annex 2 and there shall be no separate reimbursements of delivery costs.
- 5) **Liquidated Damages:** The Supplier agrees that failing to deliver any or all of the Goods or to perform the installations within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Purchase Order, deduct from the Contract Price, as liquidated damages, a sum equivalent to half of percent (0.5%) of the purchase order price for each week of delay in provision of Goods or unperformed Services, until actual delivery or performance, up to a maximum deduction of ten percent (10%) of the purchase order value. Once the maximum is reached, the Purchaser may consider canceling the Purchase Order. The supplier is bound to provide the amount of liquidated damages, which will be recovered from the supplier in case of their non-performance.
- 6) **Contract Manager:** For the purpose of management of the contract/purchase order from the purchaser's side, the Contract Manager is National Coordinator:

Mahendra Lamsal
IT Specialist
Millennium Challenge Account Nepal (MCA-Nepal)
Yak and Yeti Hotel Convention Center,
Durbar Marg,
Kathmandu, Nepal.
Email: Mahendra.lamsal@mcanp.org

7) **Payment Conditions:**

Prices mentioned in this purchase order are all-inclusive in Nepalese Rupees (NPR). The offered price should include all costs needed to provide the goods in accordance with the Terms of Reference and Conditions of Contract. No additional cost shall be paid apart from the quoted price for goods stated under this Purchase order. Please note that the address of MCA-Nepal Office is Yak & Yeti Hotel Convention Center (second floor), Durbar Marg, Kathmandu. Upon acceptance of the goods and service by MCA-Nepal, Purchaser will then be obligated to pay 100% of the amount of the Purchase Order **within thirty (30) calendar days** of completion or satisfactory performance of the contract. The following documentation must be supplied for payments to be made:

- i). Original Invoice;
- ii). A delivery and acceptance note evidencing received of the goods & service; and verified by the contract manager to confirm that that the goods and services delivered are as per the signed purchase order and;

8) The invoice should include the VAT registration number and the name of the account holder, the account number (IBAN), bank name, bank branch and SWIFT code. The Invoice (s) must be submitted to the following address:

Millennium Challenge Account Nepal (MCA-Nepal)
Yak and Yeti Hotel Complex, Durbar Marg
Kathmandu, Nepal.
Attn: Executive Director
Email: Khadga.Bisht@mcanp.org

9) Bank Details of Supplier:

Name of the Bank:

Branch Address:

Name of the Account:

Account No:

SWIFT Code:

IBAN:

10) **Failure to Perform:** The Purchaser may cancel, at any time, this Purchase Order if the Supplier fails to deliver the Goods in strict accordance with the above terms and conditions. Failure to perform in this contract may be the reason for rejection of the quotation/bids in future bidding process.

11) **Inspection:** The Goods will be inspected at the delivery point by the Contract Manager or his representative. After inspection, if the Contract Manager deems any delivery of the Goods to not be in strict accordance with the above terms and conditions, that non-conformity shall serve as a justifiable ground to cancel this Purchase Order.

12) **Start Date:** Date of the last signature on the Purchase Order will be the Start Date.

**For Millennium Challenge Account Nepal/
MCA-Nepal:**

**For the Supplier: [Supplier name and
address]**

Signature:
Khadga Bahadur Bisht
Executive Director
Date:

Signature:
Name:.....
.....
Date:

Witness:

Witness

Signature:
Name:
Date:

Signature:
Name:
Date:

Annex 5

Check List for Submission of the Quotation

1. Completely filled and signed Quotation Submission Form
2. Firm/ Company Registration (which shall indicate the country of company/firm registration).
3. PAN/VAT/TAX Registration;
4. Tax Clearance Certificate up to the last FY 2074/2075 (applicable to Nepalese Firm/Company only)
5. Authorization in Support of Person signing the Quote such as Power of Attorney or a letter stating that the signatory has authority to sign the Quotation and commit the Contract on behalf of the Bidder.
6. Authorization certificate of Microsoft dealership to sell goods and related services in Nepal. (The firm shall be authorized to distribute the Microsoft products in Nepal.)
7. Filled Submission form of Supplier's Proposed technical Speciation identifying clearly the specification of the proposed Goods
8. Bank Details of Bidder (Will be used only for bidder to whom contract will be awarded):
 - Name of the Bank:
 - Branch Address:
 - Name of the Account:
 - Account No:
 - SWIFT Code:
 - IBAN: