

Request for Quotation (RFQ)

### Issued on: 04 June 2021

### 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 Cameras and Voice Recorder

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Ref No: MCA-N/PM/SH/044



### MILLENNIUM CHALLENGE ACCOUNT NEPAL (MCA-NEPAL)

#### Request for Quotation for "Supply and Delivery of Cameras and Voice Recorder".

Kathmandu, Nepal 04 June 2021

#### Ref: MCA-N/PM/SH/044

1. The Federal Democratic Republic of Nepal, acting through the Ministry of Finance (the "Government") and the United States of America, acting through the Millennium Challenge Corporation ("MCC"), entered into a Millennium Challenge Compact on September 14, 2017, providing for a grant of up to FIVE HUNDRED MILLION United States Dollars (US \$500,000,000) to advance economic growth and reduce poverty in Nepal (the "Compact"), to which the Government will contribute up to US\$130,000,000 for a program to reduce poverty through economic growth in Nepal.

The Compact 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.

- 2. This Request for Quotations, the RFQ, follows the General Procurement Notice that appeared in dgMarket, UNDB online, and MCA-Nepal website on 6 October 2020.
- 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 "Supply and Delivery of Cameras and Voice Recorder", as described in Annexes 1 and 3.
- 4. Clarifications: Any clarifications needed shall be submitted in written to <u>MCANepalPA@cardno.com</u> not later than 08 June 2021 by 12:00 hours Nepal Time. MCA-Nepal will consolidate all submitted requests for clarifications and will issue a Q&A document not later than 09 June 2021.

5. You are invited to submit a quotation for the goods and services as stipulated in the Annexes to this RFQ. **Prices shall be quoted in Nepalese Rupees (NPR)**. The offered price should include all costs needed to provide the goods and services in accordance with the Specifications and Conditions of Contract/Purchase Order. **No additional cost shall be paid apart from the quoted price for the goods and services stated under this RFQ**.

MCA-Nepal Office is located at:

2nd & 3rd Floor, East Wing, Lal Durbar Convention Centre, Yak & Yeti Complex, Durbar Marg, Kathmandu, Nepal. Email: <u>MCANepalPA@cardno.com</u>

- 6. No price negotiation is allowed in a Shopping procedure, but clarifications may be requested before signing the contract with the recommended bidder for award. The quotation shall be valid for **sixty (60)** days from deadline for submission of quotations stated under paragraph 19.
- 7. You are required to submit a quotation for 'at least one lot' or 'more than one lot' or 'all lots'.
- 8. One Supplier shall submit only one quotation. The submitted quotation must be typed or written in indelible ink and shall be signed by an authorized representative.
- 9. Quotations will be evaluated under the shopping method in accordance with the procedures set out in the MCC Program Procurement Guidelines which are provided on the MCC website (<u>https://www.mcc.gov/resources/doc/program-procurement-guidelines</u>). The selection process, as described, will also include eligibility checks at the beginning of evaluation to be considered for further evaluation.
- 10. During the evaluation process the Bid Review Panel (BRP) will carry out arithmetic calculations/corrections for each lot. Comparison of quotations will be carried out excluding VAT. For each lot, the lowest evaluated quotation will be reviewed to check compliance with the requirements set in the RFQ, if the quotation is found substantially compliant, the contract for that lot will be awarded to that Bidder/Supplier. If the lowest evaluated quotation is not compliant with RFQ requirements, MCA-Nepal will review the second lowest quotation and so on and so forth. MCA-Nepal may, at its own discretion, to evaluate more than one quotation to save time during evaluation. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions and

requirement of the RFQ. A non-responsive quotation shall not be considered for recommendation of award.

If none of the received quotations is found to be responsive, MCA-Nepal may, at its own discretion, and in its best interest, award a partial contract to one or more bidders, in the manner that provides the most beneficial results to MCA-Nepal.

MCA-Nepal may request the bidder to submit additional supporting documents via request for clarifications during the evaluation process, (if required).

- 11. A price reasonableness assessment will be conducted. The quotation shall be rejected if the price is found to be unreasonable.
- 12. Bidders shall submit with their quotation the copies of the following documents:
  - a. Firm/ Company Registration certificate (in Similar field)
  - b. VAT Registration certificate
  - c. Tax Clearance Certificate up to the last FY.
- 13. In evaluating the quotations, the Purchaser/MCA-Nepal will adjust for any arithmetical errors as follows:
  - a. If there is a discrepancy between rates in figures and in words, the rate in words shall govern;
  - b. If there 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 shall govern; and
  - c. If you refuse to accept the correction, your quotation shall be rejected and shall not be considered for future procurement under MCA-Nepal.
- 14. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications against this RFQ. MCA-Nepal will evaluate and compare only the quotations determined to be substantially responsive.
- 15. Bidders may challenge the results of procurement 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 <a href="https://mcanp.org/procurement/bid-challenge-system/">https://mcanp.org/procurement/bid-challenge-system/</a>.
- 16. Only electronic submission shall be accepted. The quotation shall be signed by an authorized representative and shall be submitted via the Dropbox link provided

below, with the name of the uploaded file as follows: **"Your** *Company Name\_***Camera and Recorder** ".

17. The File request link (Dropbox link) for **submission of quotations is**: <u>https://www.dropbox.com/request/Yhskmbyi3QFoCxug6XtB</u>

Instruction for uploading your submission:

- Click of this link/type this link correctly in a browser.
- Click on Add Files
- Click on Files from Computer (Choose files from computer)
- Click on **+Add more files** (Optional, only if you have more than one file and so on for other files)
- Enter your: First name and Email address
- Click Upload
- Successful upload completed the submission
- 18. Note that the provided Dropbox link will expire on the deadline for submission (exact date and time) as indicated in Paragraph 19 below, consequently no late quotations will be received.
- 19. Deadline for submission of quotations is **11 June 2021, at 15:00 hours local time in Kathmandu, Nepal (GMT+5:45).**
- 20. The goods are to be delivered to MCA-Nepal Office in Kathmandu within **14 calendar days** from date of signing of the contract.
- 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 deems most advantageous to the institution.

Yours sincerely,

For MCA-Nepal: Khadga Bahadur Bisht Executive Director

#### Annexes:

- 1. Technical Specifications
- 2. Quotation Submission Form- Schedule of Requirements
- 3. Submission form of Supplier's proposed technical Specifications
- 4. Purchase Order Sample and Contract Conditions
- 5. Check List for Submission of the Quotation

<u>SN</u>	Lot	Item	MCA-Nepal's Requirement
1	Lot 1	Still Camera	Minimum 18-55 mm Lens
			CMOS Image Sensor
			LCD Screen
			Minimum 24.0 Megapixel
			Minimum 32 GB Memory Card
			Full HD Recording
			Lithium Battery included
<u>2</u>	<u>Lot 2</u>	Video Camera	Minimum 64 GB Internal Memory
			CMOS Sensor
			26.3 mm wide angle Lens
			Optical Steady Shot with Active mode
			Electronic viewfinder
			Cinema Tone Color
			Lithium Battery included
<u>3</u>	<u>Lot 3</u>	Voice Recorder	Record In Linear PCM and MP3 Formats
			Internal 4GB Memory
			Microphone System Built-In 16mm Speaker

#### Annex - 1 Technical Specifications

Note:

- 1. In case of any minor deviations in the technical parameters/specifications that do not affect pricing. MCA-Nepal's judgement will be final.
- 2. Any brand and model of equipment meeting the above specifications or equivalent configuration are acceptable.

#### Annex - 2 Quotation Submission Form – Schedule of Requirements

Supply and Delivery of Cameras and Voice Recorder (MCA-N/PM/SH/044)

SN	Lot	Description of Goods/Services	Unit	Qty	Rate in Nep	Amount – In	
210					In Figure	In words	Figure (NPR)
1	Lot 1	Still Camera as per Annex 1 - Technical	Nos.	1			
1	LUUI	Specifications and Annex 4- Contract Conditions.	(Set)	1			
2	Lot 2	Video Camera as per Annex 1 - Technical	Nos.	1			
2		Specifications and Annex 4- Contract Conditions.	(Set)	1			
3	Lot 3	Digital Voice Recorder as per Annex 1 - Technical	Nos.	2			
5		Specifications and Annex 4- Contract Conditions.	(Set)	2			
	Subtotal without VAT						
						VAT	
						Total	

Our total includes all costs needed to provide the goods and services as per the requirements in the Request for Quotations, including delivery of the goods within **14 calendar days** after signing the contract. We accept all the terms and conditions mentioned in the Request for Quotations (RFQ).

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

We also confirm that we abide by the provisions of Millennium Challenge Corporation, Program Procurement Guidelines provisions.

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

Name and Signature of the Authorized person signing the quotation.

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 and Phone: \_\_\_\_\_

Email id: \_\_\_\_\_

Phone/mobile: \_\_\_\_\_

### Annex -3 Submission Form of Supplier's Proposed Technical Specifications

Supply and Delivery of Cameras and Voice Recorder (MCA-N/PM/SH/044)

#### (Supplier shall propose better or equivalent Technical Specifications than described in Annex 1)

S.N.	Lot	Description of Goods/Services	MCA-Nepal's Required Specification	SUPPLIER'S CONFIRMATION OF SPECIFICATIONS The Supplier needs to confirm, in the space provided below, that the proposed goods meet the required specifications (Please write below the brand name, model and specifications of the proposed Goods).
1	Lot 1	Still Camera	Minimum 18-55 mm Lens CMOS Image Sensor LCD Screen Minimum 24.0 Megapixel Minimum 32 GB Memory Card Full HD Recording Lithium Battery included	Brand Name: Model: Specifications:
2	Lot 2	Video Camera	Minimum 64 GB Internal Memory CMOS Sensor 26.3 mm wide angle Lens Optical SteadyShot with Active mode Electronic viewfinder Cinema Tone Color Lithium Battery included	Brand Name: Model: Specifications:

I				Brand Name:
	3	Lot 3	Record In Linear PCM and MP3 Formats Internal 4GB Memory	Model:
			Migraph on a Cryston Duilt In 1 (non Craalron	Specifications:

### Annex 4 Purchase Order Sample and Contract Conditions



### MILLENNIUM CHALLENGE ACCOUNT NEPAL

### Purchase Order No: MCA-N/PM/SH/044

### **Purchase Order for**

Supply and Delivery of Cameras and Voice Recorder

Between

Millennium Challenge Account Nepal (MCA-Nepal)

And

### Supplier

Dated: XX June 2021

### MILLENNIUM CHALLENGE ACCOUNT NEPAL (MCA-NEPAL)

#### SAMPLE PURCHASE ORDER

	Procurement Reference		
Project Contract/PO No			
Program Administration	MCA-N/PM/SH/044		

#### To: (Supplier, address).

Your quotation for the referenced procurement dated *XX XXXX 2021* is hereby accepted, and you are required to supply and deliver the goods as detailed below:

#### **SPECIFIC TERMS OF THIS PURCHASE ORDER:**

		You are required to su	pply the g	goods as de	etaile	d be	elow:	
Purchaser: Millennium Challenge Account Nepal (MCA-Nepal) PAN: 201253803			Supply and Delivery of Cameras and Voice Recorder					
Sup	plier :							
Ema	lress: ail Add ne of C	ress: ontact Person:	Tel: Cell No:			Fax	:	PAN No:
OR	DER							-
No	Lot	Description		Unit		ty	Unit Rate	Total price (NPR)
1	Lot 1	Still Camera as per Technical Specifications and Conditions of Contract.		Nos. (Set)	1			
2	Lot 2	Video Camera as per Technical		Nos. (Set)	1			
3	Lot 3	Digital Voice Recorder as per Technical			2			
			то	TAL AMO	UNT	WI	THOUT VAT	
VAT @ 13%								
TOTAL AMOUNT WITH VAT								

**1)** <u>Contract Price</u>: NPR *XXXXX* (in words *XXXXXX*) including local taxes and VAT. The offered price shall include all costs of delivery of the goods to MCA–Nepal as mentioned in the delivery address.

- 2) 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: <a href="https://assets.mcc.gov/content/uploads/compact-nepal.pdf">https://assets.mcc.gov/content/uploads/compact-nepal.pdf</a>
- **3)** <u>Warranty:</u> All goods to be provided shall have a minimum warranty period of one (1) year starting from the acceptance date of the goods and services.
- **4)** <u>**Technical Specifications:**</u> The Supplier ensures that the goods to be supplied and delivered shall meet or exceed the technical specifications stated under Annex -1. The Supplier shall deliver the goods as quoted under their quotation; and any change to the terms in the quotation shall require MCA-Nepal prior approval.
- **5)** <u>Delivery point and Delivery time:</u> The goods are to be delivered to MCA-Nepal Office in Kathmandu within **14 calendar days** from date of signing of the contract. The cost of delivery is deemed to have been included in the Contract Price and there shall be no separate reimbursements of delivery costs. Partial deliveries are allowed as well as multiple invoices to cover partial deliveries.

**Delivery address**: MCA-Nepal Office, 2nd & 3rd Floor, East Wing, Lal Durbar Convention Centre, Yak & Yeti Complex, Durbar Marg, Kathmandu, Nepal.

- 6) <u>Liquidated Damages</u>: 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.
- 7) <u>Contract Manager</u>: After signing the contract (purchase order), the Supplier shall work in close coordination with the Contract Manager for delivery and payment process.

For the purpose of management of the contract (purchase order) from the purchaser's side, the Contract Manager is:

Name of Contract Manager: Position: Millennium Challenge Account Nepal (MCA-Nepal) Yak and Yeti Hotel Convention Center, Durbar Marg, Kathmandu, Nepal. Email:

MCA-Nepal may delegate any of the duties of Contract Manager and responsibilities to other people, after notifying the Supplier, and may cancel any delegation after notifying the Supplier.

Also, MCA-Nepal may, by written notice to the Supplier and without amending this contract, replace the MCA-Nepal Contract Manager.

After signing this Purchase Order, the Supplier shall have all communications related to contract implementation through the Contract Manager.

- 8) <u>Payment Conditions:</u> 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 Technical Specifications and Conditions of Contract. No additional cost shall be paid apart from the quoted price for goods stated under this Purchase order. Upon acceptance of the goods and services 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 VAT Invoice, acceptable to MCA-Nepal shall be submitted on the same date when the goods are delivered and accepted. (Submitted invoice should include PAN number of MCA-Nepal.
  - ii). Confirmation and acceptance of all deliverables -Goods and Services.
  - iii). The Supplier shall submit the warranty document or produce a written document committing itself to the warranty/guarantee period to rectify defects as and when they are made known by the Purchaser. This written document shall be signed and stamped by the Authorized Representative of the Supplier and shall remain in force for the full period of warranty/guarantee.
  - iv). The Supplier shall comply with any other payment instructions as may be reasonably given by MCA-Nepal.
- **9) Invoice:** 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 should not have any arithmetic errors and should be consistent with the delivery and acceptance note. 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:

#### 10) Supplier's Bank Account Details:

- Name of the Account: Name of the Bank: Branch Address: Account No: SWIFT Code: IBAN (if applicable):
- **11)** <u>Failure to Perform</u>: 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. The Supplier

undertakes that during the Guaranty/warranty period replacement/repair of any defective parts and equipment will be completed within fourteen days of the date of notification of the defect. Failure to perform in this contract may be the reason for rejection of quotations/bids in future bidding process.

- **12)** <u>**Inspection:**</u> 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/specifications, that non-conformity shall serve as a justifiable ground to cancel this Purchase Order.
- **13) <u>Start Date</u>**: Date of the last signature on the Purchase Order will be the Start Date.

For the Purchaser:	
Millennium Challenge Account Nepal/ I	MCA-
Nepal:	

For the Supplier: (Supplier)

Signature:

**Khadga Bahadur Bisht** Executive Director Date:

Witness:

Signature: Name: Signature:

Name:
Position:
Date:

Witness:

Signature: Name:

Annex 1: Technical Specification Annex 2: Quotation Submitted by Bidder

### Annex 1

### **Technical Specifications**

(It will be included from Annex 3 to the RFQ)

### Annex 2

Quotation(s) submitted by the Bidder

#### **Attachment 1: MCC's Policy – Corrupt and Fraudulent Practices**

The MCC's policy on preventing, detecting and remediating Fraud and Corruption may be found at the following link:

https://www.mcc.gov/resources/doc/policy-fraud-and-corruption

#### **Attachment 2: MCC's Policy – Annex to General Provisions**

The MCC's policy general provisions can be found at the following link: https://www.mcc.gov/resources/doc/annex-of-general-provisions

#### Annex - 5

#### **Check List for Submission of the Quotation**

- 1. Completely filled and signed Quotation Submission Form
- 2. Firm/ Company Registration in similar field;
- 3. VAT Registration;
- 4. Tax Clearance Certificate up to the last FY;
- 5. Filled "Submission form of Supplier's Proposed Technical Specifications" clearly identifying the specifications of the offered Goods.
- 6. Bank Details of Bidder (Will be used only for the awarded bidder):

Name of the Bank: Branch Address: Name of the Account: Account No: SWIFT Code: IBAN: