

Request for Quotation (RFQ)

# Issued on 04 November 2020

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: (i) Lot 1-Sophos Antivirus (ii)Lot 2-MS Office 2019 Professional Plus and (iii) Lot 3-Acrobat DC Professional

\*\*\*\*

Ref No: MCA-N/PM/SH/034



# MILLENNIUM CHALLENGE ACCOUNT NEPAL (MCA-NEPAL)

Request for Quotation for Supply and Delivery of Software Licenses: (i) Lot 1-Sophos Antivirus (ii)Lot 2-MS Office 2019 Professional Plus and (iii) Lot 3-Acrobat DC Professional.

> Kathmandu, Nepal 04 November 2020

#### Ref: MCA-N/PM/SH/034

- 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. This Request for Quotations, the RFQ, follows the General Procurement Notice that appeared in dgMarket, UNDB Online and MCA-Nepal web site on 6 October 2020.
- 4. Millennium Challenge Account Nepal (MCA-Nepal), an organization of the Government of the Nepal that manages the Compact Agreement with funding from the Millennium Challenge Corporation, intends to procure the "Supply and Delivery of Software Licenses: (i) Lot 1-Sophos Antivirus (ii) Lot 2-MS Office 2019 Professional Plus and (iii) Lot 3-Acrobat DC Professional" described in the attached Annexes 1, 2 and 3.

- 5. **Clarifications:** Any clarifications needed shall be submitted in written to MCANepalPA@cardno.com not later than **10 November 2020 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 **12 November 2020**.
- 6. You are required 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 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.**
- 7. You are required to submit quotations **for any one lot or more/all lots. Each lot shall be quoted for the requested number of Licenses,** otherwise your quotation shall not be considered.
- 8. One Supplier shall submit only one quotation. The submitted quotation must be typed or written in indelible ink and shall be signed by authorized representative.
- 9. There is no price negotiation 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 clause 23.
- 10. **Delivery of the Goods and services**: **Within 60 calendar days** after dual signature of contract (Purchase Order). Partial deliveries of complete lots are allowed as well as multiple invoices to cover partial deliveries.
- 11. **Support Services**: The Supplier shall support MCA-Nepal in the installation, setup and necessary assistance to ensure that the purchased software will run properly on MCA-Nepal servers and other IT equipment.
- 12. 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 one percent (1%) of the purchase order price for each week of delay in provision of Goods and Services or unperformed/non-delivered Services/Goods, until actual delivery or performance, up to a maximum deduction of ten percent (10%) of 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.

- 13. **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.
- 14. 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 (<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.
- 15. For each lot, the lowest priced quotation will be reviewed to check compliance with the requirements set in the Request for Quotation, if the quotation is compliant substantially, the contract will be awarded to that supplier. If the lowest priced offer is not compliant, the MCA-Entity will review the second lowest/second-best 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, requirement of Request for Quotation (RFQ), and specifications in this Request for Quotation, A non-responsive quotation shall not be considered for recommendation of award. Comparison of quotations will be carried out excluding VAT.

The Purchaser at its own discretion may award all three lots Contract(s) to the Bidder(s) that offer(s) the lowest price for each lot/quotes and/or produces the lowest priced combination and pass the administrative, qualification and technical evaluation and prices are found to be reasonable.

- 16. Bidders should submit with their quotation's copies of the following documents:
  - a. Firm/ Company Registration & Business Registration in Similar field.
  - b. VAT Registration;
  - c. Tax Clearance Certificate up to the last FY (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. Manufacturer Authorization to sell relevant goods/software and related services in Nepal. (The firm shall be authorized to distribute the Software Licenses in Nepal.)
- 17. 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 shall 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 shall govern; and
- c. If the bidder refuses to accept the correction, the quotation shall be rejected.
- 18. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this Request for Quotation, and it will not be considered further. The Employer will evaluate and compare only the quotations determined to be substantially responsive.
- 19. 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 <a href="https://mcanp.org/procurement/bid-challenge-system/">https://mcanp.org/procurement/bid-challenge-system/</a>.
- 20. Only electronic submission shall be accepted. 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: (i) Lot 1-Sophos Antivirus or/& (ii)Lot 2-MS Office 2019 Professional Plus or/& (iii) Lot 3-Acrobat DC Professional ".
- 21. The File request link (Dropbox link) for **submission of quotations**: <u>https://www.dropbox.com/request/M4W3a5rBOchcDA5y2rWY</u>

Instruction for uploading your submission:

- Click of this link/type this link correctly in a browser.
- Click on **Choose file** (your quotation and all relevant 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

22. Please note that the provided **Dropbox link** will expire on the **deadline for submission** indicated in clause 23 below, consequently no late quotations will be received.

- 23. Deadline for submission of quotations is **20 November 2020, at 15:00 hours local time in Kathmandu, Nepal (GMT+5:45).**
- 24. 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 Specifications
- 4. Purchase Order Sample
- 5. Check List for Submission of the Quotation

# Annex 1 Technical Specifications

All specifications are minimum, except where ranges, maximum levels and exactitudes are stated. The software licenses should be supplied by authorized Manufacture's dealer.

The table below contains the list of Software Licenses and number of licenses required by MCA-Nepal

| Lot 1: Sophos Endpoint Advanced Protection (Sophos Antivirus) |
|---|
|---|

| No. | Item with Specification   | Quantity (Set)            |
|-----|---|---------------------------|
| 1   | Sophos Endpoint Advanced Protection<br>APPROX 3.5 YRS Subscription GOVT<br>CENTRAL ENDPOINT ADVANCED<br>APPROX 3.5 YRS (VOLUME LICENSE TO<br>BE ADDED TO EXISTING SUBSCRIPTION<br>WITH SAME EXPIRY DATE | 46 Users License (Volume) |

#### Lot 2: MS-Office 2019 Professional plus

| No. | Item with Specification   | Quantity (Set)            |
|-----|---|---------------------------|
| 1   | MICROSOFT OFFICE PROFESSIONAL<br>PLUS 2019 (79P-05745) OPEN<br>GOVERNMENT WITH SOFTWARE<br>ASSURANCE PACK | 12 Users License (Volume) |

### Lot 3: Acrobat DC Professional Perpetual Volume License

| No. Item with Specification |  | Quantity (Set)            |
|-----------------------------|--|---------------------------|
| 1                           | ACROBAT DC PROFESSIONAL -<br>PERPETUAL LICENSE (VOLUME)<br>(GOVT NON-PROFIT PREFERRED) | 10 Users License (Volume) |

# Annex 2 Quotation Submission Form – Schedule of Requirements (MCA-N/PM/SH/034)

# (i) Lot 1 - Supply and Delivery of Software Licenses: Sophos Antivirus

Supplier: \_\_\_\_\_

Date: \_\_\_\_\_

| S.N. | Description of Goods/Services  | Unit | Qty | R         | ate - Nepalese Rupees (NPR) | Amount - Nepalese |
|------|--|------|-----|-----------|-----------------------------|-------------------|
|      |  |      |     | In Figure | In Words                    | Rupees (NPR)      |
| 1    | Sophos Endpoint Advanced Protection<br>APPROX 3.5 YRS Subscription GOVT CENTRAL<br>ENDPOINT ADVANCED APPROX 3.5 YRS (VOLUME<br>LICENSE TO BE ADDED TO EXISTING<br>SUBSCRIPTION WITH SAME EXPIRY DATE | Nos  | 46  |           |                             |                   |
|      |  |      | I   |           | Sub- TOTAL                  |                   |
|      | VAT @ 13%  |      |     |           |                             |                   |
|      | 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 60 **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 (<u>https://www.mcc.gov/resources/doc/program-procurement-guidelines</u>).

Our Quotation is valid for 60 days from the quotation Submission deadline.

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:  |  |  |  |  |
| Phone/Mobile Number:                                 |  |  |  |  |
| Stamp of Company                                     |  |  |  |  |

### Lot 2 - Supply and Delivery of Software Licenses: MS Office 2019 Professional Plus

| Supplier:   |  | Date: |     |           |                             |                   |
|-------------|--|-------|-----|-----------|-----------------------------|-------------------|
| S.N.        | Description of Goods/Services  | Unit  | Qty | R         | ate - Nepalese Rupees (NPR) | Amount - Nepalese |
|             |  |       |     | In Figure | In Words                    | Rupees (NPR)      |
| 1           | MICROSOFT OFFICE PROFESSIONAL PLUS 2019<br>(79P-05745) OPEN GOVERNMENT WITH<br>SOFTWARE ASSURANCE PACK | 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 60 **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 (<u>https://www.mcc.gov/resources/doc/program-procurement-guidelines</u>).

Our Quotation is valid for 60 days from the quotation Submission deadline.

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:                                  |  |
| Phone/Mobile Number:                       |  |
| Stamp of Company                           |  |

### (ii) Lot 3 - Supply and Delivery of Software Licenses: Acrobat DC Professional Perpetual Volume License

| Supplier:   |  | Date: |     |           |                             |                   |
|-------------|--|-------|-----|-----------|-----------------------------|-------------------|
| S.N.        | Description of Goods/Services  | Unit  | Qty | R         | ate - Nepalese Rupees (NPR) | Amount - Nepalese |
|             |  |       |     | In Figure | In Words                    | Rupees (NPR)      |
| 1           | ACROBAT DC PROFESSIONAL -<br>PERPETUAL LICENSE (VOLUME)<br>(GOVT NON-PROFIT PREFERRED) | Nos   | 10  |           |                             |                   |
| 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 60 **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 (<u>https://www.mcc.gov/resources/doc/program-procurement-guidelines</u>).

Our Quotation is valid for 60 days from the quotation Submission deadline.

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:  |  |  |  |
| Phone/Mobile Number:                                 |  |  |  |
| Stamp of Company                                     |  |  |  |

# Annex 3 Submission Form of Supplier's Proposed Technical Specifications (MCA-N/PM/SH/034)

# (i) Lot 1 - Supply and Delivery of Software Licenses: Sophos Antivirus

| S.N. | Description of<br>Goods/Services                             |  | SUPPLIER'S CONFIRMATION OF<br>SPECIFICATION  |
|------|--|--|--|
|      |  |  | The Supplier needs to confirm, in the space<br>provided below, that the proposed goods<br>meet the required specifications (By<br>presenting their proposed specifications). |
| 1    | Sophos Endpoint<br>Advanced Protection<br>(Sophos Antivirus) | Sophos Endpoint Advanced Protection<br>APPROX 3.5 YRS Subscription GOVT CENTRAL ENDPOINT<br>ADVANCED APPROX 3.5 YRS (VOLUME LICENSE TO BE<br>ADDED TO EXISTING SUBSCRIPTION WITH SAME EXPIRY<br>DATE |  |

#### (Supplier may propose better or equivalent Technical Specification than attached in Annex 1)

Signature of the Authorized Person:

Date:

# (ii) Lot 2 - Supply and Delivery of Software Licenses: MS Office 2019 Professional Plus

| S.N. | Description of         |   | SUPPLIER'S CONFIRMATION OF   |
|------|------------------------|---|--|
|      | Goods/Services         |   | SPECIFICATION  |
|      |                        |   | The Supplier needs to confirm, in the space<br>provided below, that the proposed goods<br>meet the required specifications (By<br>presenting their proposed specifications). |
| 1    | Supply and Delivery of | Procurement of MS Office 2019 Professional (MS Office |  |
|      |                        | 2019 Professional (or higher edition) for additional  |  |
|      | Professional           | laptops):   |  |
|      |                        | GENUINE MICROSOFT Office 2019 Professional - License  |  |
|      |                        | w/ software assurance (to be added to existing        |  |
|      |                        | subscription)   |  |

#### (Supplier may propose better or equivalent Technical Specification than attached in Annex 1)

Signature of the Authorized Person:

Date:

# (iii) Lot 3 - Supply and Delivery of Software Licenses: Acrobat DC Professional Perpetual Volume License

#### (Supplier may propose better or equivalent Technical Specification than attached in Annex 1)

| S.N. | Description of<br>Goods/Services |   | SUPPLIER'S CONFIRMATION OF<br>SPECIFICATION  |
|------|----------------------------------|---|--|
|      |                                  |   | The Supplier needs to confirm, in the space<br>provided below, that the proposed goods<br>meet the required specifications (By<br>presenting their proposed specifications). |
| 1    |                                  | ACROBAT DC PROFESSIONAL -                                 |  |
|      | *                                | PERPETUAL LICENSE (VOLUME)<br>(GOVT NON-PROFIT PREFERRED) |  |

Signature of the Authorized Person:

Date:

# Annex 4 Sample Purchase Order



# Purchase Order

For the Supply and Delivery of Software Licenses: (i) Lot 1-Sophos Antivirus (ii)Lot 2-MS Office 2019 Professional Plus and (iii) Lot 3-Acrobat DC Professional (Ref: OMCN/PM/SH/034)

Between

# Millennium Challenge Account Nepal (MCA-Nepal)

And

# Supplier XXXX

Date: XX November 2020

# **Purchase Order**

| Procurement Reference  |                 |  |  |  |
|------------------------|-----------------|--|--|--|
| Project                | Contract/PO No  |  |  |  |
| Program Administration | MCA-N/PM/SH/034 |  |  |  |

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

Your quotation reference procurement dated XX XXXX XXXX is hereby accepted and you are required to supply and install the goods as detailed below:

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

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

| PL  | JRCHASE ORDER N°:   | Date: XX November 202   |        |      |        |              | 2 <mark>0</mark>     |
|---|---|---|--------|------|--------|--------------|----------------------|
|   | r: Millennium Challenge<br>Iepal (MCA-Nepal)<br><b>253803</b> | Supply and Delivery of Software Licenses: (i) Lot 1-<br>Sophos Antivirus (ii)Lot 2-MS Office 2019 Professional<br>Plus and (iii) Lot 3-Acrobat DC Professional. (MCA-<br>N/PM/SH/034) |        |      |        |              |                      |
| Supplier/   | /Service Provider: <i>[Supplier</i>                           | Name and Ad   | dress] |      |        |              |                      |
| Address: <i>[Supplier Name and Address]</i> Email Address:<br>Contact Name: |   | Tel:<br>Cell No:  |        | Fax: |        | VAT No:      |                      |
| ORDER   |   |   |        |      |        |              |                      |
| Lot No:   | Description   |   | Unit   | Qu   | antity | Unit<br>Rate | Total price<br>(NPR) |
| 1   |   |   |        |      |        |              |                      |
| 2   |   |   |        |      |        |              |                      |
| 3   |   |   |        |      |        |              |                      |
| TOTAL AMOUNT WITHOUT VAT  |   |   |        |      |        |              |                      |
|   | VAT @ 13%   |   |        |      |        |              |                      |
| TOTAL AMOUNT WITH VAT   |   |   |        |      |        |              |                      |

**2) Contract Sum**: [*Insert Amount in words and numbers.*] including local taxes and VAT. The offered price should include all costs of delivery and installation of the software to MCA –Nepal as mentioned in the delivery address and to provide the required support services.

- **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: <a href="https://assets.mcc.gov/content/uploads/compact-nepal.pdf">https://assets.mcc.gov/content/uploads/compact-nepal.pdf</a>
- **4) Installation and Support Services:** The Supplier shall support MCA-Nepal in the installation, setup and necessary assistance to ensure that the purchased software will run properly on MCA-Nepal servers and other IT equipment.
- **5)** <u>Delivery point and Delivery time:</u> The goods are to be delivered to MCA-Nepal Office premises or electronically in Kathmandu and within 60 **calendar days** after dual signature of contract (Purchase Order). Partial deliveries of complete lots are allowed as well as multiple invoices to cover partial deliveries. 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.
- 6) 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 one percent (1%) of the purchase order price for each week of delay in provision of Goods or unperformed/non-delivered Services/Goods, 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> For the purpose of management of the contract/purchase order from the purchaser's side, the Contract Manager is:

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

Point of contact on Behalf of Supplier will be: Name: XXXXXX Position: XXXXX Firm: XXXXX Email: XXXXX 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.

#### 8) 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 (Submitted invoice should include PAN number of MCA-Nepal);
- 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;
- iii). 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(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) Bank Details of Supplier:

- Name of the Bank: Branch Address: Name of the Account: Account No: SWIFT Code: IBAN:
- **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 the quotation/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, 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 of Purchase Order.
- **14) Contract Duration**: The service provider shall provide all the goods and services within 60 days from the effective date of this contract. For payment purposes, the contract duration will be 120 days. The expiration of the contract does not cancel the MCA-Nepal rights to exercise the warranty of the goods and services (if applicable).

| For Millennium Challenge Account Nepal/ | ' |
|---|---|
| MCA-Nepal:                              |   |

For the Supplier: [Supplier name and address]

| Signature:                 | Signature: |
|----------------------------|------------|
| Name: Khadga Bahadur Bisht | Name:      |
| Executive Director         |            |
| Date:                      | Date:      |
|                            |            |
|                            |            |
| Witness:                   | Witness:   |
|                            |            |
|                            |            |
|                            |            |
| Signature:                 | Signature: |
| Name:                      | Name:      |
| Date:                      | Date:      |

### **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

# **Attachment 3: Technical Specification**

(This technical specification offered by the awarded bidders or as per the Annex 1 of this Request for Quotation (RFQ).)

#### 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;
- 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 Manufacturer dealership to sell goods and related services in Nepal. (The firm shall be authorized to distribute the software 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: