



Request for Quotation (RFQ)

Issued on **04 December 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

**Rental of 4WD Vehicle for Towing
A Falling Weight Deflectometer**

Ref No: **MCA-N/RMP/SH/029**



MILLENNIUM CHALLENGE ACCOUNT NEPAL (MCA-NEPAL)

Request for Quotation for Rental of 4WD Vehicle for Towing A Falling Weight Deflectometer

Kathmandu, Nepal
04 December 2019

Ref: MCA-N/RMP/SH/029

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 USD 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 services of “Rental of 4WD Vehicle for Towing A Falling Weight Deflectometer” described in the attached Terms of Reference.
4. You are required to submit a quotation for the 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 services in accordance with the Terms of Reference and Conditions of Contract. **No additional cost shall**

be paid apart from the quoted price for the 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 Vehicle and services:** The vehicle including driver and fuel as per this RFQ shall be provided for 3.5 months (105 days) from the start date. The vehicle will be mobilized inside Nepal within the Strategic Road Network (SRN).
7. **Liquidated Damages:** The Service Provider agrees that failing to deliver any or all of the Services 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 day of delay in provision of service of vehicle or unperformed Services, until actual delivery or performance, up to a maximum deduction of five percent (5%) of the purchase order amount. Once the maximum is reached, the Purchaser may consider canceling the Purchase Order. The Service Provider is bound to provide the amount of liquidated damage, which will be recovered from the Service Providers in case of their non-performance.
8. **Payments for the services:** will be made within thirty (30) days after delivery and acceptance of the services and receipt of a valid supplier's/service provider's invoice.
9. You are required to submit quotations **for complete services**, otherwise your quotation shall not be considered.
10. **Clarifications:** Any clarifications needed shall be submitted in written not later than **12 December 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 **16 December 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.

Vehicles must have full insurance. Service Provider must provide photo and brochures of the offered vehicle. MCA Nepal may request the bidders to bring the vehicle to its premises to be inspected.

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 (applicable to Nepalese Firm/Company only)
- a. 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.

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 - Rental of 4WD Vehicle for Towing A Falling Weight Deflectometer***".

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

<https://www.dropbox.com/request/59fH7c58zov5SkgHrmLy>

Instruction for uploading your submission:

- Click on 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 20 below, consequently no late quotations will be received.

20. Deadline for submission of quotations is 23 December 2019, at 15:00 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. General Information
2. Technical Specification
3. Submission form of Supplier's/Service Provider Proposed Technical Specification
4. Purchase Order Sample

Annex 1

General Information:

- **Purpose of usage:** The vehicle will mainly be used for towing a Falling Weight Deflectometer, an equipment on a trailer used to measure deflections of pavement.
- **Number of vehicles required:** One (1) 4WD Vehicle
- **Location of use:** Vehicles will be used in within Nepal (mostly outside Kathmandu valley) and will be driven mostly along the strategic roads in the country with base station designated as Kathmandu.
- **Duration:** The vehicle will be leased for total of three and a half (3.5) months period.
- **Normal Working Hours:** Normally 8:00am to 5:00pm, 6 days a week is considered as normal working hours (allowance of 1-hour lunch break in-between).
Driver: The Service Provider must provide one (1) experienced, professional, reliable and well-trained driver, familiar with the roads outside Kathmandu valley. Drivers will not be considered MCA-Nepal's employees and the Service Provider shall provide salary and local legal social benefits and coverages as well as field allowance as applicable. A replacement driver must be provided in the event of absence of the principal driver. The Service Provider shall replace any driver when requested by MCA-Nepal. Driver must be available for traveling off site and eventually work after hours and on weekends.
- **Technical Assistance:** The Service Provider shall have available technical assistance for addressing complaints and reporting vehicle malfunction during the agreed period when the vehicles will be in use.

Additional information on Falling weight Deflectometer below:

The specification for Falling weight Deflectometer and Trailer which is to be towed by the required vehicle:

The Falling Weight Deflectometer (FWD) shall meet or exceed the specifications set forth by ASTM D4694-96 "Standard Test Method for Deflections with a Falling Weight Type Impulse Load Device". The manufacturer shall have a full parts inventory and service network, including a well-established record of equipment support, verifiable through the above reference list.

Trailer

The pavement loading device shall be a trailer mounted FWD. The unit shall be stable when towed at highway speeds on normal roads. The trailer shall be equipped with rear lights including license plate lights and side marking lights, stainless steel fenders, stainless steel hardware, stainless steel equipment boxes, and, electric brakes. The trailer shall also have a braking button for easy trailer control when separated from vehicle. **The vehicle should have facility to accommodate the features mentioned.**

For safety, the FWD trailer design will be such that it will not require any auxiliary support for stabilization during testing other than being connected to the towing vehicle or, when separated from the towing vehicle, the adjustable tongue jack at the front of the trailer.

The Length of the trailer is 2.5 meters folded - 4.35 x 1.75 x 1.35 meter (171x 69 x 53 inches), L x W x H. The front part of the trailer frame shall be made hinged (foldable), to allow for reduction of trailer length to a maximum of 2.50 meter

The total weight of the pavement loading device and trailer shall not exceed 1,500 kilograms when the 350 kg falling mass package is mounted on the subassembly

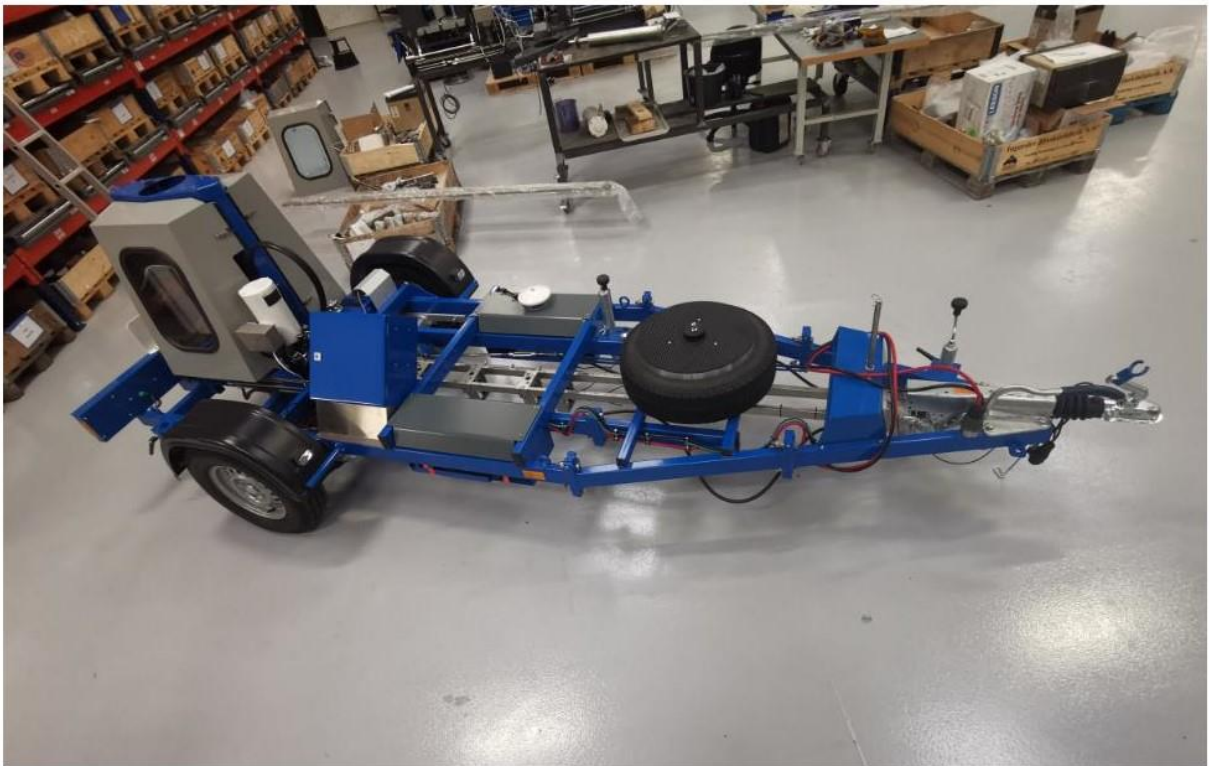
All metal parts on the pavement loading device, including exposed electric and hydraulic lines, shall be corrosion resistant.

Photograph of the FWD with Trailer is also provided below:









Technical Specifications/ Requirements

The Service Provider must comply with required specifications as mentioned below:

Description of Technical Specifications and Requirements		Service Provider's Specifications <i>[The Service Provider should write the type vehicle and the compliance with the requirement]</i>
Vehicle Type	<p>Four Wheel Drive Vehicles (hardtop) Minimum Engine Displacement 2900 cc, Transmission: 5 or 6 gears, Manual gear No of Cylinder: 6 cylinders (preferred) Make Year (year of manufacture): 2015-2019, Minimum ground clearance 220 mm, The vehicle should have other features as below: Air Conditioning (AC)/Heater Equipped with safety equipment such as air bags, ABS system, Fire extinguishers, Seat belt, Spare tire, Mechanical jack, Basic hand tools disc ventilated brakes, Accessories (sidesteps, rear camera, etc.). and car first aid kit,</p> <p>Other requirement:</p> <p>a) 3/5 door vehicles with windows, b) Provision to fit in a temporary worktable (car office) at the rear and plenty of storage room (preferred)</p>	<p>Please specify Year and Model _____</p>

Description of Technical Specifications and Requirements		Service Provider's Specifications <i>[The Service Provider should write the type vehicle and the compliance with the requirement]</i>
	c) The vehicle shall have a feature to tow (hook) (pull) the trailer carrying the Falling Weight Deflectometer (FWD)	
Vehicle Running KM (km reading) at the time of offer	Vehicle reading should be 75,000 km or less.	
Normal working hours	Normally 8:00am to 5:00pm, 6 days a week is considered as normal working hours (allowance of 1-hour lunch break in-between).	
Insurance:	The Service Provider shall provide comprehensive insurance of vehicle as well as for the driver and passengers	
Maintenance Service:	Vehicle rental service must include periodic comprehensive vehicle maintenance service, and repairs and spare parts to ensure the normal function of the rented vehicles.	
Warranty and replacement service:	In case of malfunction, the Service Provider will be responsible for repair and/or replacement of the vehicle.	
Time required for replacement:	The Service Provider shall replace the rented vehicles and/or driver within 24 hours of notification by MCA-Nepal with the minimum standard and/or qualifications respectively as hired.	

Annex 3 Quotation Submission Form

Rental of 4WD Vehicle for Towing A Falling Weight Deflectometer

Supplier/Service Provider: _____

Date: _____

No	Description	Unit	Quantity	Rate per Unit- Nepalese Rupees (NPR)		Amount in NPR
				In Figure	In Words	
The below quoted price for the vehicle (as per technical specifications and conditions of contract) to be rented includes all the remuneration for the driver, fuel charge, cost for insurance of the vehicle, all the applicable road taxes and parking charges and all types of repair and maintenance, over time of driver during the contract period. *						
Please submit two separate rates as below:						
1	Monthly rental charge of vehicle including driver, maintenance and any other costs incurred (dry rate)	Days	105			
2	Rate for each km running (to cover fuel cost only)	Km	7000**			
	Sub Total amount					
	13% VAT					
	Total					

Our grand total includes all cost needed to provide the services as per the requirement in the Request for Quotation, including delivery of the supply of rented vehicle 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 last date of 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: _____

- Note:
- * The contract period will be 3.5 months totaling 105 days.
 - **Anticipated maximum travel distance during the period of contract - 7000 km. For evaluation purpose, 7000 km is considered. The payment will made as per actual travel distance (Km).

Annex 4 Sample Purchase Order

PURCHASE ORDER

Procurement Reference		
Project	RFQ No	Contract/PO No
Program Administration	MCA-N/RMP/SH/029	MCA-N/RMP/SH/029

To: **[Service Provider Name], [Address]**

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

SPECIFIC TERMS OF THIS PURCHASE ORDER:

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

PURCHASE ORDER N°:		Date: XX/December 2019			
Purchaser: Millennium Challenge Account Nepal (MCA-Nepal) PAN: 201253803		Rental of 4WD Vehicle for Towing A Falling Weight Deflectometer			
Service Provider/Service Provider: [Service Provider Name and Address]					
Address: [Service Provider Name and Address] Email Address: Contact Name:		Tel: Cell No:	Fax:	VAT No:	
ORDER					
Item Number	Description	Unit	Quantity	Unit Rate	Total price (NPR)
Four Wheel Drive Vehicles (hardtop) Minimum 2900 cc, 5/6 gears (manual), 6 cylinders, minimum year of manufacture 2015-2019, minimum ground clearance 220 mm, with AC, and equipped with safety equipment such as air bags, ABS system, fire extinguishers, seat-belt, spare tire, mechanical jack, basic hand tools and car first aid kit, disc ventilated brakes, accessories (sidesteps, rear camera, etc.) The cost must be inclusive of all the remuneration for the driver, fuel charge, cost for insurance of the vehicle, all the applicable road taxes and parking charges and all types of repair and maintenance, over time of driver during the contract period. *					
Please submit two separate rates as below:					
1	Daily rental charge of vehicle including driver, maintenance and any other costs incurred	Days	105		
2	Rate for each km running (to cover fuel cost only)	Km	7000**		
TOTAL AMOUNT WITHOUT VAT					
VAT @ 13%					
TOTAL AMOUNT WITH VAT					

* **Anticipated maximum travel distance during the period of contract - 7000 km. The payment will made as per actual travel distance (Km).

- 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 vehicle including driver as per this RFQ shall be provided for 3.5 months (105 days) from the start date. The vehicle will be mobilized inside Nepal within the Strategic Road Network (SRN).
- 5) **Liquidated Damages:** The Service Provider agrees that failing to deliver any or all of the services, 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 day of delay in supply of rented vehicle or unperformed Services, until actual delivery or performance, up to a maximum deduction of five percent (5%) of the purchase order value. Once the maximum is reached, the Purchaser may consider canceling the Purchase Order. The Service Provider is bound to provide the amount of liquidated damages, which will be recovered from the Service Provider 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:
Mr./Ms. XXXX
Road Maintenance Specialist,
Millennium Challenge Account Nepal (MCA-Nepal)
Yak and Yeti Hotel Convention Center,
Durbar Marg,
Kathmandu, Nepal.
Email: XXXXX

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 related services in accordance with the Terms of Reference and Conditions of Contract. No additional cost shall be paid apart from the quoted price for services stated under this Purchase order. The Service Provider may submit interim payment request with required proof of running distance (km) for each month and at the end of contract period which should be certified by the contract manager. Upon acceptance of the services by MCA-Nepal, Purchaser will then be obligated to pay 100% of the amount of the invoice within **thirty (30) calendar days** of submission of an acceptable invoice substantiating satisfactory performance under the contract. The following documentation must be supplied for payments to be made:

- i). Original Invoice(s) (Submitted invoice(s) should include PAN number of MCA-Nepal);
- ii). delivery and acceptance note evidencing received of the rented vehicles & service; and verified by the contract manager to confirm that that the services delivered are as per the signed purchase order and;

The invoice(s) 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: XXXX

The Service Provider's Bank Details is:

Bank Name: [Redacted]
Branch: [Redacted]
Bank Address: [Redacted]
Account Name: [Redacted]
Account No: [Redacted]
Swift Code: [Redacted]
IBAN (If applicable): [Redacted]

- 8) **Failure to Perform:** The Purchaser may cancel, at any time, this Purchase Order if the Service Provider fails to deliver the rented vehicle's and services 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.
- 9) **Inspection:** The vehicle will be inspected at the delivery point by the Contract Manager or his representative. After inspection, if the Contract Manager deems that the rented vehicle 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.
- 10) **Start Date:** Date of the last signature on the Purchase Order will be the Start Date.

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

Signature:
Executive Director
Date:

Witness:

Signature:
Name:
Date:

**For the Service Provider: [Service Provider
name and address]**

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

Witness

Signature:
Name:
Date:

Annex 5

Check List for Submission of the Quotation

1. Completely filled and signed Quotation Submission Form (Annex 3)
2. Firm/ Company Registration (which shall indicate the country of company/firm registration). (Paragraph 15 of RFQ)
3. PAN/VAT/TAX Registration; (Paragraph 14 of RFQ)
4. Tax Clearance Certificate up to the last FY (applicable to Nepalese Firm/Company only) (Paragraph 14 of RFQ)
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. (Paragraph 14 of RFQ)
6. Filled Submission form of Service Provider's Proposed Technical Speciation identifying clearly the specification of the proposed vehicle for rent (Annex 2)
7. 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: