



Request for Quotation (RFQ)

Issued on: **22 June 2022**

**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 a  
Desktop/Workstation with  
Monitors and UPS**

**\*\*\*\*\***

Ref No: **MCA-N/ETP/SH/053**



## MILLENNIUM CHALLENGE ACCOUNT NEPAL (MCA-NEPAL)

### **Request for Quotation for “Supply and Delivery of Desktop/Workstation with Monitors and UPS”.**

**Kathmandu, Nepal**

**22 June 2022**

**Ref: MCA-N/ETP/SH/053**

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.
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, MCA-Nepal web site on 5 April 2022 and in the Kantipur National Daily on 6 April 2022.
4. 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 Desktop/Workstation with Monitors and UPS” as described in the attached Annexes 1 and 3.

5. **Clarifications:** Any clarifications needed shall be submitted in written to **MCA Nepal PA@cardno.com** not later than **27 June 2022 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 **29 June 2022**. MCA-Nepal at its own discretion may extend the clarifications period.
6. 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.**
7. 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 Ninety (90) days from the deadline for submission of quotations stated under paragraph 18.
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 (<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.
10. During the evaluation process the Bid Review Panel (BRP) will carry out arithmetic calculation/correction for only those bids who have quoted for all items. Comparison of quotations will be carried out excluding VAT. 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 will be awarded to that Bidder/Supplier. If the lowest evaluated quotation is not compliant with the 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 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.

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 (2077-78)
13. 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.
14. 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 [https://mcanp.org/en/wp-content/uploads/sites/2/2021/11/MCA-Nepal-BCS-Adjustment-for-Shopping-10-December-2019-Final\\_Clear-1.pdf](https://mcanp.org/en/wp-content/uploads/sites/2/2021/11/MCA-Nepal-BCS-Adjustment-for-Shopping-10-December-2019-Final_Clear-1.pdf).
15. Only electronic submission shall be accepted. The quotation signed by an authorized representative shall be submitted via the Dropbox link provided below, with the name of the uploaded file as follows: **"Your Company Name - Desktop\_Workstation "**.
16. The File request link (Dropbox link) for **submission of quotations is:**  
<https://www.dropbox.com/request/vknFiVGIVn0doMBTK2Ro>  
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. Dropbox will display a message of successful upload of your quotation/documents.
17. Note that the provided **Dropbox link** will expire on the **deadline for submission (exact date and time)** as indicated in Paragraph 18 below, consequently no late quotations will be received.

18. Deadline for submission of quotations is **04 July 2022, at 15:00 hours local time in Kathmandu, Nepal (GMT+5:45).**

19. 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
3. Submission form of Supplier's proposed technical Specifications
4. Purchase Order Sample and Contract Conditions
5. Check List for Submission of the Quotation

# Annex - 1

## Technical Specifications

### 1. BACKGROUND

MCA-Nepal intends to procure a workstation/desktop with monitors capable of performing while using sophisticated software's such as PLS-CADD, PLS-TOWER, AutoCAD and similar. This equipment along with the mentioned software will be used for the Electricity Transmission Project.

### 2. Scope of Services to be provided

The objective of this procurement is to procure a workstation/desktop with two monitors to be used for the operation of sophisticated software's. The technical requirements of the workstation/desktop and monitor are listed below. However, bidders can suggest any equivalent technical specification along with the details for the proposed items as listed below:

#### 1. Workstation Desktop (Desktop Computer)

Form Factor	<ul style="list-style-type: none"> <li>• Mini/Micro/Slim Chassis</li> </ul>
OS/Software	<ul style="list-style-type: none"> <li>• Windows 10 Pro 64 bit (Upgrade/Downgrade)</li> <li>• Drivers for Windows 10 Pro</li> <li>• Windows 10 Pro Operating System Recovery DVD</li> </ul>
Processor	<ul style="list-style-type: none"> <li>• Intel® Core™ i7/i9/Xeon W processor, 2.8 GHz ~5.3 GHz base frequency, 12 ~20 MB L3 cache, Intel Turbo Boost, Supports Intel vPro Technology</li> </ul>
Memory	<ul style="list-style-type: none"> <li>• 64 GB DDR4-3200 RAM (2 x 32 GB)</li> </ul>
Storage	<ul style="list-style-type: none"> <li>• 2 x 2 TB PCIe NVMe M.2 SSD (4 TB total)</li> </ul>
Display	<ul style="list-style-type: none"> <li>• Intel UHD Graphics 750+1920*1080 resolution</li> <li>• NVIDIA RTX or AMD Radeon professional graphics.</li> <li>• Dedicated 8GB VRAM or equivalent</li> </ul>
Sound/Audio	<ul style="list-style-type: none"> <li>• High Definition (HD) Audio, Realtek ALC233VB codec or equivalent compatible to 1*1/8" (3.5) mm output headphone/microphone input/output</li> </ul>
Optical Drive Internal	<ul style="list-style-type: none"> <li>• DVD+RW (+/-R DL)/DVD-RAM Combo Drive</li> <li>• At least 8x DVD, 24x CD writer or equivalent</li> </ul> <p><b><u>Spare External Drive (1)</u></b></p> <ul style="list-style-type: none"> <li>• Ultra-slim External DVDRW Combo Drive (USB)</li> </ul>

Communication LAN/Wireless	<ul style="list-style-type: none"> <li>• Integrated 100/1000 Mbps Ethernet</li> <li>• Integrated Intel® I219-LM PCIe® GbE Intel® Wi-Fi 6 AX201 (2x2) and Bluetooth® 5 combo or equivalent</li> </ul>
Input/output Ports	<ul style="list-style-type: none"> <li>• 2*USB Type-A (USB 3.2 Gen 2) front</li> <li>• 2~ 4*USB Type-A (USB 3.2 Gen 2 rear, 1*Thunderbolt 4 Type C, 2 HDMI or equivalent</li> </ul>
Keyboard/Mouse	<ul style="list-style-type: none"> <li>• Business Enterprises wired USB Keyboard and Optical Mouse (USB)</li> </ul>
Power Supply	<ul style="list-style-type: none"> <li>• Standard 220V, 50Hz</li> <li>• Energy Star Certified</li> </ul>
Physical Security	<ul style="list-style-type: none"> <li>• Security Lock Ready</li> </ul>
Warranty:	<ul style="list-style-type: none"> <li>• Standard three-years warranty</li> </ul>

## 2. Desktop Monitors

Display/Size	<ul style="list-style-type: none"> <li>• <b>27" FHD</b>, 1920 x 1080 @ 60 Hz (Native), Customizable</li> <li>• 16:9 Aspect Ratio</li> </ul>
Display Type	<ul style="list-style-type: none"> <li>• IPS w/LED Backlight</li> </ul>
Display Feature	<ul style="list-style-type: none"> <li>• Anti-glare; In plane switching; Language selection; LED Backlights; On-screen controls; Pivot rotation; Plug and Play; User programmable; Anti-static</li> </ul>
Interface	<ul style="list-style-type: none"> <li>• 2 USB 3.0; 1 USB Type-C™</li> <li>• Upstream, power delivery up to 15 W</li> <li>• HDMI (at least 2)/SVGA (1)</li> </ul>
Power Supply	<ul style="list-style-type: none"> <li>• Standard, 220V, 50Hz</li> </ul>
Physical Security	<ul style="list-style-type: none"> <li>• Security lock-ready</li> </ul>
Warranty:	<ul style="list-style-type: none"> <li>• Standard three-years warranty</li> </ul>

## 3. Uninterruptable Power Supply (UPS)

Type	• Line Interactive UPS/Single Phase
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Output Power/Capacity	· 1.3 kW / 2.0kVA or equivalent output
Output Frequency	· 50/60 Hz +/- 1 Hz
Transfer Time (Typical)	· 2~6 MS
Expected backup	· At least 10 minutes (~80% load -1 Desktop and 2 HD monitors)
Input frequency	· 50/60 Hz Auto-sensing
Input Voltage Range	· 190 ~ 260 VAC or compatible
Battery	· Internal Battery – Lead acid maintenance free
UPS Signal	· Beep Alarm on battery mode
Warranty	· One Year

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 Desktop/Workstation with Monitors and UPS. (MCA-N/ETP/SH/053)

S.N.	Description of Goods/Services	Unit	Qty	Per Unit Rate in Nepalese Rupees (NPR)		Amount – In Figures (NPR)
				In Figures	In words	
1	<b>Workstation Desktop</b> (Desktop Computer) as per Technical Specifications and Conditions of Contract.	Nos. (Set)	1			
2	<b>Desktop Monitors</b> as per Technical Specifications and Conditions of Contract.	Nos. (Set)	2			
3	<b>Uninterruptable Power Supply (UPS)</b> as per Technical Specifications and Conditions of Contract.	Nos. (Set)	1			
<b>Subtotal (without VAT)</b>						
<b>VAT</b>						
<b>Total price with VAT</b>						

Our total price 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 **120 calendar days** after signing the contract, however the supplier is encouraged to supply as early as possible. 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 (<https://www.mcc.gov/resources/doc/program-procurement-guidelines>).

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

Our Quotation is valid for **90** days from the last 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 and Phone: \_\_\_\_\_

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

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

## Annex -3

### Submission Form of Supplier's Proposed Technical Specifications

Supply and Delivery of Desktop/Workstation with Monitors and UPS. (MCA-N/ETP/SH/053)

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

S.N.	Description of Goods/Services	MCA-Nepal's Required Specification	SUPPLIER'S CONFIRMATION OF EQUIVALENT SPECIFICATIONS
			The Supplier needs to confirm, in the space provided below, that the proposed goods meet the required specifications (By presenting their proposed specifications).
<b>Item 1: Workstation Desktop (Desktop Computer)</b>			
<b>Offered Product</b> (Please mention the <b>Brand Name (Make)</b> and <b>Model Number</b> of offered product):			
Form Factor		<ul style="list-style-type: none"> <li>• Mini/Micro/Slim Chassis</li> </ul>	
OS/Software		<ul style="list-style-type: none"> <li>• Windows 10 Pro 64 bit (Upgrade/Downgrade)</li> <li>• Drivers for Windows 10 Pro</li> <li>• Windows 10 Pro Operating System Recovery DVD</li> </ul>	
Processor		<ul style="list-style-type: none"> <li>• Intel® Core™ i7/i9/Xeon W processor, 2.8 GHz ~5.3 GHz base frequency, 12 ~20 MB L3 cache, Intel Turbo Boost, Supports Intel vPro Technology</li> </ul>	
Memory		<ul style="list-style-type: none"> <li>• 64 GB DDR4-3200 RAM (2 x 32 GB)</li> </ul>	
Storage		<ul style="list-style-type: none"> <li>• 2 x 2 TB PCIe NVMe M.2 SSD (4 TB total)</li> </ul>	
Display		<ul style="list-style-type: none"> <li>• Intel UHD Graphics 750+1920*1080 resolution</li> <li>• NVIDIA RTX or AMD Radeon professional graphics.</li> </ul>	

	<ul style="list-style-type: none"> <li>• Dedicated 8GB VRAM or equivalent</li> </ul>	
Sound/Audio	<ul style="list-style-type: none"> <li>• High Definition (HD) Audio, Realtek ALC233VB codec or equivalent compatible to 1*1/8" (3.5) mm output headphone/microphone input/output</li> </ul>	
Optical Drive Internal	<ul style="list-style-type: none"> <li>• DVD+RW (+/-R DL)/DVD-RAM Combo Drive</li> <li>• At least 8x DVD, 24x CD writer or equivalent</li> </ul> <p><b><u>Spare External Drive (1)</u></b></p> <ul style="list-style-type: none"> <li>• Ultra-slim External DVDRW Combo Drive (USB)</li> </ul>	
Communication LAN/Wireless	<ul style="list-style-type: none"> <li>• Integrated 100/1000 Mbps Ethernet</li> <li>• Integrated Intel® I219-LM PCIe® GbE Intel® Wi-Fi 6 AX201 (2x2) and Bluetooth® 5 combo or equivalent</li> </ul>	
Input/output Ports	<ul style="list-style-type: none"> <li>• 2*USB Type-A (USB 3.2 Gen 2) front</li> <li>• 2~ 4*USB Type-A (USB 3.2 Gen 2 rear, 1*Thunderbolt 4 Type C, 2 HDMI or equivalent</li> </ul>	
Keyboard/Mouse	<ul style="list-style-type: none"> <li>• Business Enterprises wired USB Keyboard and Optical Mouse (USB)</li> </ul>	
Power Supply	<ul style="list-style-type: none"> <li>• Standard 220V, 50Hz</li> <li>• Energy Star Certified</li> </ul>	
Physical Security	<ul style="list-style-type: none"> <li>• Security Lock Ready</li> <li>•</li> </ul>	
Warranty:	<ul style="list-style-type: none"> <li>• Standard three-years warranty</li> </ul>	

**Item 2: Desktop Monitors****Offered Product** (Please mention the **Brand Name (Make)** and **Model Number** of offered product):

Display/Size	<ul style="list-style-type: none"> <li>• 27" FHD, 1920 x 1080 @ 60 Hz (Native), Customizable</li> <li>• 16:9 Aspect Ratio</li> </ul>	
Display Type	<ul style="list-style-type: none"> <li>• IPS w/LED Backlight</li> </ul>	
Display Feature	<ul style="list-style-type: none"> <li>• Anti-glare; In plane switching; Language selection; LED Backlights; On-screen controls; Pivot rotation; Plug and Play; User programmable; Anti-static</li> </ul>	
Interface	<ul style="list-style-type: none"> <li>• 2 USB 3.0; 1 USB Type-C™</li> <li>• Upstream, power delivery up to 15 W</li> <li>• HDMI (at least 2)/SVGA (1)</li> </ul>	
Power Supply	<ul style="list-style-type: none"> <li>• Standard, 220V, 50Hz</li> </ul>	
Physical Security	Security lock-ready	
Warranty:	<ul style="list-style-type: none"> <li>• Standard three-years warranty</li> </ul>	

**Item 3: Uninterruptable Power Supply (UPS)****Offered Product** (Please mention the **Brand Name (Make)** and **Model Number** of offered product):

Type	<ul style="list-style-type: none"> <li>• Line Interactive UPS/Single Phase</li> </ul>	
Output Power/Capacity	<ul style="list-style-type: none"> <li>• 1.3 kW / 2.0kVA or equivalent output</li> </ul>	
Output Frequency	<ul style="list-style-type: none"> <li>• 50/60 Hz +/- 1 Hz</li> </ul>	
Transfer Time (Typical)	<ul style="list-style-type: none"> <li>• 2~6 MS</li> </ul>	

Expected backup	<ul style="list-style-type: none"> <li>• At least 10 minutes (~80% load -1 Desktop and 2 HD monitors)</li> </ul>	
Input frequency	<ul style="list-style-type: none"> <li>• 50/60 Hz Auto-sensing</li> </ul>	
Input Voltage Range	<ul style="list-style-type: none"> <li>• 190 ~ 260 VAC or compatible</li> </ul>	
Battery	<ul style="list-style-type: none"> <li>• Internal Battery – Lead acid maintenance free</li> </ul>	
UPS Signal	<ul style="list-style-type: none"> <li>• Beep Alarm on battery mode</li> </ul>	
Warranty	<ul style="list-style-type: none"> <li>• One Year</li> </ul>	

**Annex 4**  
**Purchase Order Sample and Contract Conditions**



**MILLENNIUM CHALLENGE ACCOUNT NEPAL**

Purchase Order No: **MCA-N/ETP/SH/053**

**Purchase Order for**

Supply and Delivery of Desktop/Workstation with  
Monitors and UPS

Between

Millennium Challenge Account Nepal (MCA-Nepal)

And

Supplier's Name

Dated: **XX XX 2022**



# MILLENNIUM CHALLENGE ACCOUNT NEPAL (MCA-NEPAL)

## PURCHASE ORDER

Procurement Reference	
Project	Contract/PO No
<b>Electricity Transmission Line</b>	<b>MCA-N/ETP/SH/053</b>

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

Your quotation reference procurement dated **XX XXXXX 2022** 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 supply the goods as detailed below:					
Purchaser: Millennium Challenge Account Nepal (MCA-Nepal) <b>PAN: 201253803</b>			<b>Supply and Delivery of Desktop/Workstation with Monitors and UPS</b>		
<b>Supplier :</b>					
Address:		Tel:		Fax:	PAN No:
Email Address:		Cell No:			
Name of Contact Person:					
<b>ORDER</b>					
<b>Item Number</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Rate</b>	<b>Total price (NPR)</b>
1					
2					
3					
4					
5					
6					
7					
8					
<b>TOTAL AMOUNT WITHOUT VAT</b>					
<b>VAT @ 13%</b>					
<b>TOTAL AMOUNT WITH VAT</b>					

- 1) Contract Price:** NPR XXX (XXXX Nepalese Rupees and XXX Paise) 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: <https://assets.mcc.gov/content/uploads/compact-nepal.pdf>
- 3) **Warranty:** All goods to be provided shall have a minimum warranty period of **as mentioned in the Technical Specifications** starting from the acceptance date of the goods and services.
- 4) **Technical Specifications:** 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) **Delivery point and Delivery time:** The goods are to be delivered to MCA-Nepal Office in Kathmandu within **120 calendar days** from the 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) **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.
- 7) **Contract Manager:** 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:

Contact Person on behalf of the Supplier:

Name:

Position:

Email:

Phone Number:

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) 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 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; (include PAN number of MCA-Nepal).
- ii). Acceptance Memo - Confirmation and acceptance of all deliverables -Goods and Services.
- iii). The Supplier shall submit the warranty document(s) 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 Service Provider may be requested to provide the tax clearance certificate of the previous Fiscal Year of invoicing.
- v). 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 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: khadga.bisht@mcanp.org

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

Name of the Account:

Name of the Bank:

Branch Address:  
Account No:  
SWIFT Code:  
IBAN (if applicable):

## 11) Force Majeure:

- I. For the purposes of this Contract, "Force Majeure" means an event or condition that (a) is not reasonably foreseeable and is beyond the reasonable control of a Party, and is not the result of any acts, omissions or delays of the Party relying on such event of Force Majeure, (or of any third party over whom such Party has control, including any Subcontractor/Manufacturer), (b) is not an act, event or condition the risks or consequence of which such Party has expressly agreed to assume under this Contract, (c) could not have been prevented, remedied or cured by such Party's reasonable diligence, and (d) makes such Party's performance of its obligations under this Contract impossible or so impractical as to be considered impossible under the circumstances.
- II. The failure of a Party to fulfill any of its obligations under this Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as practicable (and in no event later than five (5) days) about the occurrence of an event giving rise to a claim of Force Majeure.
- III. A Party affected by an event of Force Majeure shall continue to perform its obligations under this Contract as far as is reasonably practical and shall take all reasonable measures to minimize and otherwise mitigate the consequences of any event of Force Majeure.
- IV. A Party affected by an event of Force Majeure shall provide evidence of the nature and cause of such event and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- V. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- VI. The Supplier shall not be liable for forfeiture of its liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under this Contract is the result of an event of Force Majeure.
- VII. In the case of disagreement between the Parties as to the existence or extent of an event of Force Majeure, the matter shall be settled by amicable settlement.

**12) 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. 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.

**13) 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/specifications, that non-conformity shall serve as a justifiable ground to cancel this Purchase Order.

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

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

**For the Supplier:**  
**(Supplier)**

\_\_\_\_\_  
Signature:

**Khadga Bahadur Bisht**  
Executive Director  
Date:

\_\_\_\_\_  
Signature:

**Name:**  
**Position:**  
**Date:**

Witness:

Witness:

Signature:  
Name:

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 – Schedule of Requirements (Annex 2)
2. Completely filled Submission Form of Supplier's Proposed Technical Specifications (Annex 3)
3. Firm/ Company Registration certificate (in Similar field);
4. VAT Registration certificate;
5. Tax Clearance Certificate up to the last FY (2077-78);
6. Bank Details of Bidder (Will be required only from the awarded bidder):
  - Name of the Bank:
  - Branch Address:
  - Name of the Account:
  - Account No:
  - SWIFT Code:
  - IBAN: