



Request for Quotations (RFQ)

Issued on: **01 July 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 IRI Class I
and Class II Equipment**

Ref No: **MCA-N/RMP/SH/052**



MILLENNIUM CHALLENGE ACCOUNT NEPAL (MCA-NEPAL)

Request for Quotations for “Supply and Delivery of IRI Class I and Class II Equipment”.

Kathmandu, Nepal

01 July 2022

Ref: MCA-N/RMP/SH/052

1. The Government 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 up to 305 kilometers of the strategic roads 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 website on 5 April 2022 and 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 IRI Class I and Class II Equipment**” as described in Annexes 1 and 3 of RFQ.

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 United States Dollar (US \$)**. The Prices shall be quoted Delivery Duty Paid (DDP) Kathmandu, Nepal excluding the **custom duties** (refer to clauses 2 and 10 of Conditions of the Purchase Order) and VAT to be paid to the Government of Nepal, if applicable. The offered price should include all costs needed to provide the goods and services including any service charges, transportation, loading, unloading, clearing of goods, etc. and shall be supplied in accordance with the Specifications and Conditions of Purchase Order. **No additional cost shall be paid apart from the quoted price for the goods and services stated under this RFQ.**

6. **Pre-Bid Meeting:** A Pre-Bid Meeting (online) will be held at **11:00 AM (local time)** on **06 July 2022** via Zoom webinar. Attendance is not mandatory but strongly advised for all prospective bidders or their representatives.

The Zoom Link to join the Pre-Bid meeting is:

<https://us02web.zoom.us/meeting/register/tZYtdOGprzkhT0bLqfuAmiqoi0y7H8kl8nE>

MCA-Nepal will record the Pre-Bid meeting, if possible and the meeting minutes may be provided with recordings (if available).

7. **Clarifications:** Any clarifications needed shall be submitted in writing to **MCA Nepal PA@cardno.com** not later than **08 July 2022 by 12:00 hours Nepal Time**. MCA-Nepal will consolidate all submitted requests for clarifications and will issue a Q&A/Clarifications response document not later than **12 July 2022**.

8. The Supplier is required under the Purchase Order to transport the Goods to a specified place of final destination within the Purchaser's country, including insurance, installation, unload main carrier charges, destination terminal charges, any cost associated with clearing of goods outside Nepal, and facilitating the goods entry in to Nepal (including border clearance, MCA-Nepal will provide a Customs and VAT tax exemption letter as mentioned under Conditions of the Purchase Order clause 10), national and international transportation if any required, storage, loading and unloading of all the goods, assembly and reassembly (as required), all works and services required as per the technical requirements and as shall be specified in the RFQ and the Purchase Order, shall be the cost to the Supplier, and related costs shall be included in the **Bid Price**.

9. There is no price negotiation in a Shopping procedure, but clarifications may be requested from the recommended bidder before the award of the Purchase Order.

10. You are required to submit the quotation **for 'at least one lot' or 'both lots'**. If the lot has multiple items, **all items in the respective lot shall be quoted**, otherwise your quotation shall be considered as non-responsive.
11. **Validity of the Quotation:** The quotation shall be valid for one hundred twenty (120) days from the deadline for submission of quotations stated under paragraph 21.
12. 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.
13. 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.
14. During the evaluation process the Bid Review Panel (BRP) will carry out arithmetic calculations/corrections for only those bids which have quoted for all items of the corresponding lots. Evaluation and comparison of quotations will exclude and not take into account any Taxes. For each lot, the lowest evaluated quotation, will be reviewed to check compliance with the requirements set in this RFQ; if the quotation is found substantially compliant, the Purchase Order for that lot will be awarded to that Bidder. 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, 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 requirements 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 or full Purchase Order 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).

15. Before awarding the Purchase Order, a price reasonableness assessment will be conducted on the recommended quotation. The quotation shall be rejected if the price is found to be unreasonable.
16. Bidders shall submit with their quotation copy of the following documents:

- a. Articles of incorporation or registration of the Bidder.
 - b. Power of Attorney to sign the quotation.
 - a. VAT Registration certificate (Only applicable to Nepalese Firms)
 - b. Tax Clearance Certificate up to the last Fiscal Year (Only applicable to Nepalese Firms)
17. Bidders may challenge the results of the procurement according to the rules established in the Bid Challenge System developed by 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.
18. The quotation signed by an authorized representative shall be submitted via the Dropbox link provided in paragraph 19, with the name of the uploaded file as follows: "**Your Company Name**-IRI Equipment".

Only Submission of Quotation through Dropbox shall be accepted, any quotation submitted via other means shall be rejected.

19. The File request link (Dropbox link) for **submission of quotations is:** <https://www.dropbox.com/request/7EuSIDYwmXx9Ha62MXaX>

Instruction for uploading your submission:

- Click this link or 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
20. Note that the provided **Dropbox link** will expire on the **deadline for submission (exact date and time)** as indicated in Paragraph 21 below, consequently no late quotations will be received.
21. Deadline for submission of quotations is **18 July 2022, at 15:00 hours local time in Kathmandu, Nepal (GMT+5:45)**.
22. MCA-Nepal reserves the right to reject any or all quotations 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. Government-Owned Enterprise Certification Form
5. Purchase Order Sample and Purchase Order Conditions
6. Check List for Submission of the Quotation

Annex - 1

Technical Specifications

A. Lot 1: Handheld Profiler - Class I IRI Equipment

The Handheld Profiler (Dipstick) should have the following characteristics:

1. The handheld profiler should comply with Standard Class as defined by the World Bank and measure profiles (relative elevation differences) at a rate and accuracy greater than traditional rod and level surveys with a resolution of 0.03 mm or better, accuracy of 0.02 mm or better and precision of 0.02 mm or better.
2. The handheld profiler should instantly calculate the International Roughness Index (IRI) and instantly produce graphs on-site.
3. Productivity is such that it can measure at least 600 readings per hour and report IRI on 320 m. of road section in two hours or less (based on standard spacing).
4. The handheld profiler should instantly calculate and display Rut depth of transverse lines;
5. Includes all hardware and software required to operate the system with automatic data transfer to a portable computer equipped with Windows 8 or higher including PCMCIA Flash Card or equivalent, and automatic data transfer to a PC;
6. The equipment provided with the handheld profiler should include a rechargeable on-board power system to power the handheld profiler and the computer for more than 8 hours.
7. Includes the Software to compute the IRI in m/km.
8. One-year warranty and online technical support.
9. Free software updates for 10 years and the Supplier shall submit undertaking that they will provide the update for 10 years with their submission (if not submitted MCA-Nepal will request the same).
10. A detailed step-by-step application procedure manual with videography is preferable.

B. Lot 2: Laser Profilometer - Class II IRI Equipment

Item I: Laser Profilometer - Class II IRI Equipment equivalent or better

The Laser Profilometer Class 2 IRI Equipment should have the following characteristics:

1. Weight should not exceed 20 kg or 44 lbs. excluding mounted installation module.
2. Provide at highway speed with 3-axis inert accelerometer, 32-kHz laser (laser class 3B) and GPS: Geo-referenced high accuracy roughness (IRI) in the outer wheel-path.
3. Elevation resolution should be 0.01 mm.
4. IRI resolution should be +/- 0.01 mm/m.
5. Meet these international standards:
 - World Bank Class 2 Profiler
 - ASTM E950
 - ASTM E1926.
6. Include all manuals (in English language) and equipment required to power, control and record data, data acquisition software (display in English language), hardware interfaces, power supply, cables and tool kits.
7. The equipment should not require periodic calibration at the factory.
8. One-year warranty and online technical support; and
9. Free software updates for 10 years and the Supplier shall submit undertaking that they will provide the update for 10 years with their submission (if not submitted MCA-Nepal will request the same).

Item II: Training

The application of training on **IRI Class II** equipment shall be quoted and included in the quote. The Training is for Class II IRI equipment. The training is for a duration of 40 hours.

No. of participants – seven (7) nos.

Venue: Department of Roads, Kathmandu, Nepal or any other places within Kathmandu Valley, Nepal.

Logistics: all the logistic like hall booking, copies of documents for participants, travel and daily Allowance of participants except the Supplier's trainers will be managed by MCA-Nepal.

Trainer Qualifications: Bachelor's Degree in Civil Engineering or equivalent with past experience in traffic survey, pavement study survey and certified training on road IRI Class II equipment.

Trainer transportation, travel expenses and any logistics cost must be borne by the training Service Provider and shall be included in the quote of the cost of training.

Before start of the training, the Service Provider will submit the qualifications and experiences of the proposed trainer (CV) for MCA-Nepal review and approval.

Note:

1. In case of any minor deviations in the technical parameters/specifications that does not affect pricing, MCA-Nepal's judgment will be final.
2. Any brand and model of equipment meeting the above specifications or equivalent configurations are acceptable subject to proper justification and in conformance with technical standards and literatures as mentioned above.

Annex - 2
Quotation Submission Form – Schedule of Requirements

Supply and Delivery of IRI Class I and Class II Equipment MCA-N/RMP/SH/052

S.N (a).	Description of Goods/Services (b)	Unit (c)	Qty (d)	Rate in United States Dollar (USD) (e)	Amount – In Figure (USD) (f)=d*e
A. Lot 1					
1	Handheld Profiler (Dipstick) - Class I IRI Equipment including all accessories as per Technical Specifications (Annex 1- Lot 1: Handheld Profilometer - Class I IRI Equipment) and Conditions of Purchase Order	Set	1		
Total for Lot 1:					
B. Lot 2					
1	Laser Profilometer - Class II IRI Equipment including all accessories as per Technical Specifications (Annex 1- Lot 2: Laser Profilometer - Class II IRI Equipment) and Conditions of Purchase Order.	Set	1		
2	Application of training on IRI Class II equipment. The Training is for Class II IRI equipment. The training to be provided is for a duration of 40 hours (including Transportation/Logistic cost of	No.	1		

S.N (a).	Description of Goods/Services (b)	Unit (c)	Qty (d)	Rate in United States Dollar (USD) (e)	Amount – In Figure (USD) (f)=d*e
	trainer). The training is for Class II IRI equipment. Please refer Annex 1: Lot 2-Item II: Training for detail				
Total for Lot 2					
Total of Lot 1 + 2					
VAT of total amount of lot 1 + 2					
Grand total with VAT					

Our total quoted price for each lot 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 **160 calendar days** from Purchase Order signing by both parties. 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.

Annex -3: Submission Form of Supplier's Proposed Technical Specifications; ANNEX 4: Government-Owned Enterprise Certification Form ,catalogue of goods and CV of Trainer are also submitted with this Quotation.

Our Quotation is valid for **120** 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: _____

Email id: _____

Phone/mobile: _____

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

Supply and Delivery of IRI Class I and Class II Equipment MCA-N/RMP/SH/052

(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 SPECIFICATIONS The Supplier needs to confirm, in the space provided below, that the proposed goods meet the required specifications (By presenting their proposed specifications).
A. Lot 1: Handheld Profiler (Dipstick) - Class I IRI Equipment			
Item I. Offered Product (Please mention the Brand Name (Make) and Model Number of offered product):			
The Handheld Profiler (Dipstick) should have the following characteristics: <ol style="list-style-type: none"> 1. The handheld profiler should comply with Standard Class as defined by the World Bank and measure profiles (relative elevation differences) at a rate and accuracy greater than traditional rod and level surveys with a resolution of 0.03 mm or better, accuracy of 0.02 mm or better and precision of 0.02 mm or better. 2. The handheld profiler should instantly calculate the International Roughness Index (IRI) and instantly produce graphs on-site. 3. Productivity is such that it can measure at least 600 readings per hour and report IRI on 320 m. of road section in two hours or less (based on standard spacing). 			

<ol style="list-style-type: none"> 4. The handheld profiler should instantly calculate and display Rut depth of transverse lines. 5. Includes all hardware and software required to operate the system with automatic data transfer to a portable computer equipped with Windows 8 or higher including PCMCIA Flash Card or equivalent, and automatic data transfer to a PC. 6. The equipment provided with the handheld profiler should include a rechargeable on-board power system to power the handheld profiler and the computer for more than 8 hours. 7. Includes the Software to compute the IRI in m/km. 8. One-year warranty and online technical support. 9. Free software updates for 10 years. 10. A detailed step-by-step application procedure manual with videography is preferable. 	
<p>B. Lot 2: Laser Profilometer - Class II IRI Equipment</p>	
<p>Item I: Laser Profilometer - Class II IRI Equipment equivalent or better</p> <p>Offered Product (Please mention the Brand Name (Make) and Model Number of offered product):</p>	
<p>The Laser Profilometer Class 2 IRI Equipment should have the following characteristics:</p> <ol style="list-style-type: none"> 1. Weight should not exceed 20 kg or 44 lbs. excluding mounted installation module. 2. Provide at highway speed with 3-axis intern accelerometer, 32-kHz laser (laser class 3B) and GPS: Geo-referenced high accuracy roughness (IRI) in the outer wheel-path. 3. Elevation resolution should be 0.01 mm. 	

<ol style="list-style-type: none"> 4. IRI resolution should be +/- 0.01 mm/m. 5. Meet these international standards: <ul style="list-style-type: none"> ● World Bank Class 2 Profiler ● ASTM E950 ● ASTM E1926. 6. Include all manuals (in English language) and required equipment required to power, control and record data, data acquisition software (display in English language), hardware interfaces, power supply, cables and tool kits. 7. The equipment should not require periodic calibration at the factory. 8. One-year warranty and online technical support. 9. Free software updates for 10 years. 	
<p>Item II: Training:</p>	
<p>The application of training on IRI Class II equipment shall be quoted and included in the quote. The training is for a duration of 40 hours.</p> <p>No. of participants – seven (7) nos.</p> <p>Venue: Department of Roads and any other place within Kathmandu, Nepal</p> <p>Logistics: MCA-Nepal</p> <p>Trainer Qualifications: Bachelor’s Degree in Civil Engineering or equivalent with past experience in traffic survey, pavement study survey and certified training on road IRI Class II equipment.</p> <p>Trainer transportation, logistics must be borne by the training Service Provider and shall be included in the quote of the cost of training.</p>	

ANNEX 4

Government-Owned Enterprise Certification Form

Government-Owned Enterprises (GOE) are not eligible to compete for MCC-funded contracts for goods or works. Accordingly, GOEs (i) may not be party to any MCC-funded contract for goods or works procured through an open solicitation process, limited bidding, direct contracting, or sole source selection; and (ii) may not be pre-qualified or shortlisted for any MCC-funded contract for goods or works anticipated to be procured through these means.

This prohibition does not apply to Government-owned Force Account units or Government-owned educational institutions and research centers, or any statistical, mapping or other technical entities not formed primarily for a commercial or business purpose, or where a waiver is granted by MCC in accordance with Part 7 of *MCC Program Procurement Guidelines*. The full policy is available for your review on the Compact Procurement Guidelines page at the MCC Website (www.mcc.gov/ppg). As part of the eligibility verification for this procurement, **please fill in the form below to indicate the status of your entity**. The Certification Form shall be furnished with the Bid REGARDLESS OF THE STATUS OF YOUR ENTITY.

For purposes of this form, the term "Government" means one or more governments, including any agency, instrumentality, subdivision or other unit of government at any level of jurisdiction (national or subnational).

CERTIFICATION

Full Legal Name of Bidder:

Full Legal Name of Bidder in Language and Script of Country of Formation (if different from above):

Address of Principal Place of Business or Chief Executive Office of Bidder:

Full Name of Three (3) Highest Ranking Officials of Bidder (for any Bidder that is an entity):

Full Legal Name(s) of Parent Entity or Entities of Bidder (if applicable; if Bidder has no parent, please so state):

Full Legal Name(s) of Parent Entity or Entities of Bidder in Language and Script of Country of Formation (if applicable and if different from above):

Address(es) of Principal Place of Business or Chief Executive Office of Parent Entity or Entities of Bidder (if applicable):

1) Does a Government own a majority or controlling interest (whether by value or voting interest) of your shares or other ownership interest (whether directly or indirectly and whether through fiduciaries, agents or other means)?

Yes No

2) If your answer to question 1 was yes, are you a Government-owned:

- a. Force Account unit Yes No
- b. Educational institution Yes No
- c. Research center Yes No
- d. Statistical entity Yes No
- e. Mapping entity Yes No
- f. Other technical entities not formed primarily for a commercial or business purpose Yes No

3) Regardless of how you answered question 1, please answer the following:

a. Do you receive any subsidy or payment (including any form of subsidized credit) or any other form of assistance (financial or otherwise) from a Government?

Yes No

If yes, describe: _____

b. Has a Government granted to you any special or exclusive legal or economic rights or benefits that may alter the competitiveness of your goods, works or services or otherwise influence your business decisions?

Yes No

If yes, describe: _____

c. Does a Government have the ability to direct or decide any of the following with respect to you?

- i. any reorganization, merger, or dissolution of you or the formation or acquisition of any subsidiary or other affiliate by you Yes No

ii. any sale, lease, mortgage, pledge, or other transfer of any of your principal assets, whether tangible or intangible and whether or not in the ordinary course of business

Yes No

iii. the closing, relocation, or substantial alteration of the production, operational, or other material activities of your business

Yes No

iv. your execution, termination, or non-fulfillment of material contracts

Yes No

v. the appointment or dismissal of your managers, directors, officers or senior personnel or otherwise participate in the management or control of your business

Yes No

4) Have you ever been Government-owned or controlled?

Yes No

5) If your answer to question 4 was yes, please answer the following questions

a. How long were you Government-owned? _____

b. When were you privatized? _____

c. Do you receive any subsidy or payment (including any form of subsidized credit) or any other form of assistance (financial or otherwise) from a Government?

Yes No

If yes, describe: _____

d. Even though not majority or controlling, does a Government continue to hold any ownership interest or decision-making authority in you or your affairs?

Yes No

If yes, describe: _____

e. Do you send any funds to a Government other than taxes and fees in the ordinary course of your business in percentages and amounts equivalent to other non-Government-owned enterprises in your country that are engaged in the same sector or industry?

Yes No

If yes, describe: _____

Participants are advised that:

1. Prior to announcing the winning bidder or any list of pre-qualified bidders for this procurement, the Purchaser will verify the eligibility of such bidder(s) with MCC. MCC will maintain a database (internally, through subscription services, or both) of known GOEs and each winning or pre-qualified bidder subject to this provision will be compared against the database and subject to such further due diligence as MCC may determine necessary under the circumstances.

2. Any misrepresentation by any entity submitting a bid for this procurement may be deemed "fraud" for purposes of the *MCC Program Procurement Guidelines* and any other applicable MCC policy or

guidance, including MCC's Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations.

3. Any entity that is determined by MCC to have organized itself, subcontracted any part of its MCC-funded contract, or otherwise associated itself with any other entity for the purpose of, or with the actual or potential effect of, avoiding or otherwise subverting the GOE provisions of the *MCC Program Procurement Guidelines* may be deemed to be a GOE for all purposes of those Guidelines.
4. Any credible accusation that any entity submitting a Bid for this procurement is a GOE ineligible to submit a Bid in accordance with the *MCC Program Procurement Guidelines* will be subject to review in a Bid challenge in accordance with those Guidelines and the MCA Entity's Bid Challenge System.

I hereby certify that the information provided above is true and correct in all material respects and understand that any material misstatement, misrepresentation or failure to provide the information requested in this certification may be deemed "fraud" for purposes of the *MCC Program Procurement Guidelines* and other applicable MCC policy or guidance, including MCC's Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations.

Authorized Signature: _____ **Date:** _____

Printed Name of Signatory: _____

Note: This form shall be filled by all bidders (and each partner of Joint venture or association). The form should be typed in Capital letter and should be signed by an authorized representative.

Annex 5
Purchase Order Sample and Purchase Order Conditions



MILLENNIUM CHALLENGE ACCOUNT NEPAL

Purchase Order No: **MCA-N/RMP/SH/052**

Purchase Order/Contract for

Supply and Delivery of IRI Class I and Class II Equipment

Between

Millennium Challenge Account Nepal (MCA-Nepal)

And

Supplier

Dated: **DD MMMM 2022**

MILLENNIUM CHALLENGE ACCOUNT NEPAL (MCA-NEPAL)

PURCHASE ORDER

Procurement Reference	
Project	PO No
Road Maintenance Project	MCA-N/RMP/SH/052

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

Your quotation reference procurement dated XX XXXXX 2022 is hereby accepted, and you are required to supply and deliver the goods and provide the services as detailed below:

CONDITIONS OF THE PURCHASE ORDER:

You are required to supply the goods as detailed below:

Purchaser: Millennium Challenge Account Nepal (MCA-Nepal) PAN: 201253803	Supply and Delivery of IRI Class I and Class II Equipment
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Supplier :

Address:	Tel:	Fax:	PAN No:
Email Address:	Cell No:		
Name of Contact Person:			

ORDER

Lot/I tem No.	Description of Goods and Services	Unit	Quantity	Unit Rate (USD)	Total price (USD)
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A. Lot 1

1	Handheld Profiler (Dipstick) - Class I IRI Equipment including all accessories as per Technical Specifications (Annex 1- Lot 1: Handheld Profilometer - Class I IRI Equipment) and Conditions of Purchase Order	Set	1		
Total Amount for Lot 1 (Excluding VAT)					
VAT (If Applicable)					
Total Amount for Lot 1 (Including VAT)					

B. Lot 2

1	Laser Profilometer - Class II IRI Equipment including all accessories as per Technical Specifications (Annex 1- Lot 2: Laser Profilometer - Class II IRI Equipment) and Conditions of Purchase Order.	Set	1		
2	The application of training on IRI Class II equipment. The training to be provided is for a duration of 40 hours (including Transportation/Logistic cost of trainer). The Training is for Class II IRI equipment.	No.	1		
Total Amount for Lot 2 (Excluding VAT)					
VAT (If Applicable)					
Total Amount for Lot 2 (Including VAT)					
Total Amount for Lot 1 and Lot 2 (Excluding VAT)					
VAT (If Applicable)					
Total Amount for Lot 1 and Lot 2 (Including VAT)					

(Note: In case of local suppliers, VAT will be added only to the amount to be paid to the local supplier inside Nepal).

1) Purchase Order Price: USD XXXXX (in words XXXXXX). The offered price shall include all costs of delivery of the goods to MCA-Nepal and training (only in case of Lot 2) as described in this Purchase Order. Nepalese firms/companies participating in bidding should be VAT registered. In

the case where invoice is raised by Nepalese firm/company, no VAT component will be remitted outside Nepal to another party.

- 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 as mentioned in the Technical Specifications starting from the issuance of acceptance letter for the goods.
- 4) **Technical Specifications:** The Supplier ensures that the goods to be supplied and delivered and the services to be provided shall meet or exceed the technical specifications as stated under Annex 1 of this Purchase Order and are new and unused. The Supplier shall deliver the goods and services as quoted under their quotation and as per Annex -1 of this Purchase Order; and any change to the terms stated in the Purchase Order shall require MCA-Nepal's prior approval.
- 5) **Delivery time:** The goods are to be delivered to the Place of Final Destination (Delivery address) within **160 calendar days** from Purchase Order signing by both parties. The training shall be provided within **60 days** after acceptance of the Goods. The Supplier is responsible for providing all the required documents for opening of a Letter of Credit (LC) as per banking rules of Nepal within **30 days** of the Purchase Order signing, so that MCA-Nepal can open the LC within **40 days** from the date of receipt of all the documents from Supplier. In the case of a local supplier, the LC will be opened by the local supplier itself. The cost of delivery is deemed to have been included in the Purchase Order Price and there shall be no separate reimbursements of delivery costs. Partial deliveries for per item are allowed for Lot 2.
- 6) **Place of Final Destination (Delivery address):** Quality Research and Development Center, Department of Roads, Chakupat, Lalitpur, Nepal.
- 7) **Liquidated Damages:** The Supplier agrees that failing to deliver any or all of the Goods or to perform the installations within the delivery period (160 days) specified in the Purchase Order for each Lot, the Purchaser shall, without prejudice to its other remedies under the Purchase Order for each Lot/Item, deduct from the Purchase Order price, as liquidated damages, a sum equivalent to 0.05% of the purchase order price for each day of delay in delivery of 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.
- 8) **Contract Manager:** After signing the purchase order, the Supplier shall work in close coordination with the Contract Manager for the delivery of the goods and services and payment process.
For the purpose of management of the 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 Purchase Order implementation through the Contract Manager.

The Supplier shall submit to the Contract Manager the schedule of supply, installation and training (if applicable) within one week of signing the Purchase Order. The Supplier shall update the Contract Manager on a regular interval of the stages of delivery and Purchase Order progress.

9) Payment Conditions:

Goods Supplied by Foreign Supplier:

The method and conditions of payment to be made to the Supplier under this Purchase Order shall be as follows:

Lot 1:

- a) 70% of lump sum Purchase Order Price related to goods and services shall be paid through the Letter of Credit, upon shipment/loading on trucks and submission of proper documents as per this clause 9.
- b) 25% of lump sum Purchase Order Price related to goods and services shall be paid upon successful delivery to the Place of Final Destination in Nepal including unloading, installation of equipment (with its accessories) by the supplier, demonstration that the equipment is working and are accepted by MCA-Nepal. The payment shall be based on submission of the acceptance report.
- c) 5% of Lump sum Purchase Order Price related to goods and services shall be paid after successful completion of the warranty period of one year, upon submission of letter for completion of warranty period issued by MCA-Nepal.

Lot 2:

- a) 70% of lump sum Purchase Order Price related to goods and services (excluding cost of training component) shall be paid through Letter of Credit, upon shipment/loading on trucks and submission of proper documents as per this clause 9.
- b) 25% of lump sum Purchase Order Price related to goods and services (excluding cost of training component) shall be paid upon successful delivery to Place of Final Destination in Nepal including unloading, installation of equipment (with its accessories) by the supplier, demonstration that the equipment is working and are

accepted by MCA-Nepal. The payment shall be based on approval of the acceptance report.

- c) 5% of Lump sum Purchase Order Price related to goods and services (excluding cost of training component) shall be paid after successful completion of the warranty period of one year, upon submission of letter for completion of warranty period issued by MCA-Nepal.
- d) **100%** of lump sum price of Training component of Lot 2 shall be paid after the completion of training as stated in the scope of work and technical specifications and upon acceptance of the Training Report by MCA-Nepal.

Note for Lot 1 and Lot2: In case the Supplier does not rectify any defect within 21 days of MCA-Nepal notice of defects during the warranty period, MCA-Nepal may use the amount related to the amount to be paid after the warranty period to rectify the defects; and will recover any additional cost incurred from the Supplier.

Goods Supplied by Local Suppliers:

If a local supplier supplies the goods and services, based on the instruction of the Supplier the MCA-Nepal will release the payment to manufacturer/exporter as per the terms of the LC.

Documents to be submitted during LC Opening:

Proforma Invoice accepted by MCA-Nepal showing Purchase Order number, with 8 Digits HS Codes, Port of Loading/Discharge, Country of Origin, Purchaser EXIM code, Description of Goods including quantity and units (The description of goods must mention generic term for the goods), Unit price of Goods, Total Amount, Incoterms with place of delivery, Country of Origin of Goods.

Business Credibility Information: BCI report of beneficiary issued by the beneficiary's bank.

Any other information and documents that are required as per banking requirement of Nepal.

Note: MCA-Nepal shall not be responsible for any required confirmation of the Letter of Credit outside Nepal.

Documents to be submitted during Payments as demanded by the LC:

Upon shipment/loading on truck/Air freight, the Supplier shall notify the Purchaser and the insurance company in writing of the full details of the shipment/goods transported, including Purchase Order number, description of goods being shipped/transported, quantity, the vessel/truck, the bill of lading number and date, port of loading/place of loading, date of shipment/transportation, port of discharge/place of discharge, etc. The Supplier shall fax or e-mail and send by courier the following documents to the advising bank of MCA-Nepal, with a copy to the insurance company:

- Original signed Bill of Lading/Airway Bill and three (3) copies of the negotiable, clean, on-board bill of lading/airway bill marked “freight prepaid” and three (3) copies of nonnegotiable bill of lading/airway bill;
- Commercial Invoice showing the shipped goods’ description, quantity, unit price, and total amount;

- Certificate of Origin;
- Packing List: three (3) copies of the packing list identifying contents of each package;
- Manufacturer's or Beneficiary's Warranty Certificate;
- Inspection Certificate: inspection certificate, issued by the nominated inspection agency or Purchaser's representative or Purchaser's appointed representative, and the Supplier's factory inspection report;
- Insurance Policy or Certificate: insurance certificate (insurance 110% of the value of the goods), showing the Purchaser as the beneficiary.
- Any other documents or information that are required as per the banking requirement of Nepal.

10) Custom Duties: MCA-Nepal shall provide a tax exemption letter/certificate for the Supplier to clear the Goods from Customs office. MCA-Nepal requires necessary documents including Proforma Invoice in order to get tax exemption certificate from Government of Nepal. Process of getting tax exemption certificate will be initiated after MCA-Nepal obtains required information from the Supplier. Custom clearance of the Goods under this Purchase Order is done by the Supplier after obtaining exemption certificate.

11) The Supplier is required under the Purchase Order to transport the Goods to a specified place of final destination within the Purchaser's country, including insurance, installation, unload main carrier charges, destination terminal charges, any cost associated with clearing of Goods outside Nepal, and facilitating the goods entry in to Nepal (Including border clearance) from Customs of Nepal (MCA-Nepal will provide the tax exemption letter as mentioned above paragraph 10), national and international transportation if any required, storage, loading and unloading of all the goods, assembly and reassembly (as required), all works and services required as per technical requirements and as shall be specified in the RFQ and the Purchase Order, shall be the cost to the Supplier, and related costs shall be deemed included in the **Bid Price**.

12) Performance Security:

The Supplier shall, within twenty-eight (28) days of the notification of Purchase Order award, provide a Performance Security for the due performance of this Purchase Order in the amount of **five (5) percent of the Purchase Order Price** and shall be denominated in the currencies of payment of this Purchase Order, in accordance with their portions of the Purchase Order Price. The validity of the Performance Security shall be 28 days beyond expiration of the intended warranty period of the goods.

The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations in accordance with the terms of this Purchase Order.

The Performance Security shall be denominated in the currency of this Purchase Order, and shall be in the form of either a bank guarantee or an irrevocable Letter of Credit issued by a reputable bank located in the Purchaser's country or in an Eligible Country and in form and substance satisfactory to the Purchaser, substantially in the appropriate form included in **Annex 3** of the form of the PURCHASE ORDER. The Performance Security from a bank from Eligible Country should be Counter Guaranteed by a bank located in the Purchaser's country.

The Performance Security shall be discharged by the Purchaser and returned to the Supplier no later than twenty-eight (28) calendar days following the expiration of the warranty period of the goods under this Purchase Order.

13) Invoice: The invoice should include the VAT registration number (only applicable to the Nepali Firm) 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:

14) Supplier's Bank Account Details:

Name of the Account:
Name of the Bank:
Branch Address:
Account No:
SWIFT Code:
IBAN (if applicable):

15) 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 **twenty-one** days of the date of notification of the defect(s). Failure to perform in this Purchase Order may be the reason for rejection of quotations/bids in future bidding processes .

16) Inspection: The Goods will be inspected at the Supplier's/Manufacturer warehouse before shipment and at the delivery point by the MCA-Nepal Contract Manager or its representative at the time of delivery of the goods. After inspection, if the inspecting officer of MCA-Nepal finds Goods or its part not in strict compliance with the technical specification and/or terms and conditions/specifications, goods shall be rejected and that non-conformity shall serve as a justifiable ground to cancel this Purchase Order.

17) Start Date: Date of signing of 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

Signature:

Name:
Position:

Date:

Witness:

Signature:

Name:

Date:

Witness:

Signature:

Name:

Annex 1: Technical Specification

Annex 2: Quotation Submitted by Bidder

Annex 1

Technical Specifications

(It will be included from Annex 1 and 3 of the RFQ)

Annex 2

Quotation(s) submitted by the Bidder

Annex 3 Bank Guarantee for Performance Security

Bank Guarantee for Performance Security

[The bank, as requested by the Supplier, shall fill in the form in accordance with the instructions indicated]

Bank's Branch or Office: [insert complete name and address of Guarantor]

Beneficiary:

Millennium Challenge Account Nepal (MCA-Nepal)

Address: 2nd & 3rd Floor, East Wing, Lal Durbar Convention Center ,

Yak & Yeti Complex, Durbar Marg, Kathmandu, Nepal

Date: [insert date of issue]

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number]

We have been informed that **[insert complete name of Supplier]** (hereinafter called the "Supplier") has entered into Purchase Order No. **[insert number]** dated **[insert day and month], [insert year]** with **Millennium Challenge Account Nepal** (hereinafter called "the Beneficiary"), for the supply of **[description of Goods and Related Services provided - Lot (insert Lot #)]** (hereinafter called the "Purchase Order").

Furthermore, we understand that, according to the conditions of the Purchase Order, a Performance Guarantee is required.

At the request of the Supplier, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum(s) not exceeding in total an amount of [insert amount(s) in words and figures] upon receipt by us of the Beneficiary's first demand in writing declaring the Supplier to be in default under the Purchase Order, without cavil or argument, or need to prove or to show grounds or reasons for the Beneficiary's demand of the sum specified therein.

This Guarantee shall expire no later than the [insert number] day of [insert month] [insert year] [note- expiration date to be calculated 28 days beyond intended warranty period of the goods], and any demand for payment under it must be received by us at this office on or before that date.

Issuing Bank to delete whichever is not applicable We confirm that [we are a financial institution legally authorized to provide this guarantee in the Beneficiary’s country] **[OR]** [we are a financial institution located outside the Beneficiary’s country but have a correspondent financial institution located in the Beneficiary’s country that will ensure the enforceability of this guarantee. The name of our correspondent bank and contact information is as follows: **[provide name, address, phone number, and email address]**].

For the Bank

For the Supplier

Signature

Signature

In the capacity of:

In the capacity of:

Date:

Date:

Note: If the Performance Bank Guarantee is issued by a financial institution located outside the Purchaser’s country, the Performance Bank Guarantee must be confirmed (counter bank guarantee to be issued) by a correspondent financial institution located in the Purchaser’s country, satisfactory to the Purchaser, to make the Performance Bank Guarantee enforceable.

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 – 6

Check List for Submission of the Quotation

Check List for Submission of the Quotation

1. Completely filled and signed Quotation Submission Form;
2. Articles of incorporation or registration of the Bidder;
3. Power of Attorney to sign the quotation and Purchase Order;
4. VAT Registration certificate (Only applicable to the Nepalese Firm);
5. Tax Clearance Certificate up to the last FY (Only applicable to the Nepalese Firm);
6. Government Owned Entities (GOE) Form filled and signed;
7. Filled “Submission form of Supplier’s Proposed Technical Specifications” clearly identifying the specifications of the offered Goods.
8. 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: