



Request for Quotation (RFQ)

Issued on: **06 January 2023**

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 of Personal Protective
Equipment**

Ref. No: **MCA-N/ETP/SH/061**



MILLENNIUM CHALLENGE ACCOUNT NEPAL (MCA-NEPAL)

Request for Quotation for Supply of Personal Protective Equipment

Kathmandu, Nepal

06 January 2023

Ref: MCA-N/ETP/SH/061

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) (“MCC Funding”) to advance economic growth and reduce poverty in Nepal (the “Compact”), to which the Government will contribute up to US\$130,000,000 for a program to reduce poverty through economic growth in Nepal. The Government, acting through the Millennium Challenge Account Nepal (the “MCA-Nepal”), intends to apply a portion of the MCC Funding to eligible payments under a contract for which this Request for Quotation (“RFQ”) is issued.
2. The Compact Program includes two projects: (i) The Electricity Transmission Project (ETP) will fund the construction of about 315 kilometers of 400kV electricity transmission lines, three new substations and extension of two 400kV substations (Lapsiphedhi and New Hetauda), and technical assistance for the power sector; and (ii) The Road Maintenance Project (RMP) will fund technical assistance to improve the road maintenance regime and road maintenance works on up to 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.
3. Millennium Challenge Account Nepal (MCA-Nepal), an organization of the Government of the Nepal that manages the Compact Agreement with funding from the Millennium Challenge Corporation, intends to procure goods under the procurement “**Supply of Personal Protective Equipment**” described in the attached **Annexes 1 and 2**.

4. This RFQ serves as an invitation to all eligible Suppliers/Bidders. Bidders are required to submit a quotation for the goods 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 in accordance with the Specifications and Conditions of Contract/Purchase Order. **No additional cost shall be paid apart from the quoted rate for goods stated under this RFQ while supplying the Goods under a Task Order.**
5. There is no price negotiation in a Shopping procedure, but clarifications may be requested before signing the contract with the recommended bidder for award. The quotation shall be valid for **Sixty (60)** days from deadline for submission of quotations stated under clause 24.
6. **Contract Duration:** The Contract duration is **one (1) year** following the Contract signing which can be further extended upon mutual agreement and successful negotiation of the price. The rates quoted for the items of goods in Annex-2 shall remain fixed during the entire contract duration.
7. **Task Orders:** MCA-Nepal will issue the Task Order(s) to the Supplier based on its requirements (Sample Task Order - Annex 5). Individual Task Orders will be issued for specific goods. Instructions to provide these goods shall be made via Task Order issued by MCA-Nepal through its Contract Manager. The Supplier shall fulfill the requirements stated under the Task Order/s. MCA-Nepal, at its own discretion, may request the Supplier to complete the delivery of the entire lots of goods mentioned in Annex-2 either by issuing one single or multiple Task Orders.
8. **Delivery Time of Each Task Order:** The Supplier shall deliver the Goods within sixty (60) days of the date on which a Task Order is issued by MCA-Nepal.
9. **Liquidated Damages:** The Supplier agrees that failing to deliver any or all of the Goods within the period(s) specified in the Task Order pursuant to the Contract, the Purchaser shall, without prejudice to its other remedies under the Purchase Order, deduct from the Contract Price, as liquidated damages, a sum equivalent to one-tenth (0.10%) of the Task Order price for each day of delay in provision of Goods or unperformed/non-delivered/Goods, until actual delivery or performance, up to a maximum deduction of ten percent (10%) of the Task Order amount. Once the maximum is reached, the Purchaser may consider canceling the Task Order. The Supplier is bound to provide the amount of liquidated damage, which will be recovered from the suppliers in case of their non-performance.
10. **Payments for the goods:** Payments will be made within **thirty (30) days** after the delivery and acceptance of the goods and receipt of a valid Supplier's invoice.
11. Bidders are required to submit quotations **for complete goods using form in Annex 2**, otherwise the submitted quotation shall not be considered.

12. **Clarifications:** Any clarifications needed shall be submitted in written not later than **16 January 2023 by 17:00 hours Nepal Time** by writing an email to MCANepalPA@dt-global.com . MCA-Nepal will consolidate all submitted requests for clarifications and will issue a Q&A document not later than **18 January 2023 by 17:00 hours Nepal time**.
13. **Warranty Period:** Safety Helmet, Safety Jacket, rain wear, backpack and Safety walking/hiking shoes shall have a minimum warranty of **one year** from the delivery date. The Bidder shall submit a **written document** in their letterhead committing itself to the warranty/guaranty period of as per Request for Quotation. This written document shall be signed and stamped by the Authorized Representative of the Bidder.
14. One bidder shall submit only one quotation. Submitted quotation must be typed or written in indelible ink and shall be signed by the authorized representative.
15. 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.
16. The lowest priced quotation/bid will be reviewed to check compliance with the requirements set in the Request for Quotation, if the quotation is compliant substantially, the contract will be awarded to that Supplier. If the lowest priced offer is not compliant, the MCA-Entity will review the second lowest/second-best quotation and so on and so forth. MCA-Nepal may, at its own discretion, evaluate more than one quotation to save time during evaluation. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, requirement of Request for Quotation (RFQ), and specifications in this Request for Quotation. A non-responsive quotation shall not be considered for recommendation of award.

During the evaluation for compliance check against the technical specifications, the bidder shall be requested to provide the **sample of goods**. If the lowest bidder is not able to provide the sample within the requested timeframe, the quotation will be considered as non-responsive.

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

17. A price reasonableness assessment will be conducted. The quotation shall be rejected if the price is found to be unreasonable.

18. Bidders shall submit with their quotation's copies of the following documents:
- a. Firm/ Company Registration
 - b. PAN/VAT/TAX Registration
 - c. Tax Clearance Certificate up to the last FY (applicable to Nepalese Firm/Company only)
 - d. Relevant test or recognition certificates of goods, if any
19. 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 there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
 - c. If bidder refuse to accept the correction, their quotation will be rejected
20. 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/en/procurement/bid-challenge-system/>.
21. 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: "**Name of the Company -Supply of Personal Protective Equipment**".
22. The File request link (Dropbox link) for **submission of quotations**:
<https://www.dropbox.com/request/tfGBQuwCTCjFGK4v2rlw>

Instruction for uploading your submission:

- Click of this link/type this link correctly in a browser.
- Click on **Choose file** (your quotation and all relevant documents and click upload)
- Click on **+Add another file** (Optional, only if you have more than one file and so on for other files)
- Enter your: **First name, Last name, and Email address**
- Click **Upload**

Done

23. Please note that the provided **Dropbox link** will expire on the **deadline for submission** indicated in clause 24 below, consequently no late quotations will be received.

24. Deadline for submission of quotations is **20 January 2023, at 15:00 hours local time in Kathmandu, Nepal (GMT+5:45).**

25. 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 it deems most advantageous to the institution.

Yours sincerely,
For MCA-Nepal:
Khadga Bahadur Bisht
Executive Director


Annexes:

1. Technical Specifications
2. Quotation Submission Form – Schedule of Requirements
3. Submission form of Supplier’s Proposed Technical Specifications
4. Sample Contract/Purchase Order
5. Sample Task Order
6. Checklist for Submission of the Quotation


Annex 1: Technical Specifications

Technical Specification of Personal Protective Equipment (PPEs)

1. Safety Helmet

Name of the Product	Safety Helmet
Standard	<p>At least equivalent to ANSI Z89.1-2009. Physical evidence to assure that the safety helmet is duly been certified by international standards.</p> <p><i>(ANSI/ISEA = American National Standards Institute/International Safety Equipment Association ANSI Z89.1-2009: Standard for Dropped Object Protection.)</i></p> <p>Type II – Top & side protection – typically used in US & Europe</p> <p>Class G-General Helmet = 2,200 volts ANSI/ISEA 121-2018 = Minimum design performance and labeling requirements</p>
Material specification	Branded
Workmanship and Finish	<ul style="list-style-type: none"> • Good finish without any imperfections like Cracks, and such other physical defects. • Must be triple corrugation on the shell to offer stronger surface strength for added safety. • The strap must be made of Low-density polyethylene (L.D.P.E) • No metal parts • Date of manufacture to be built into the helmet – Require replacement after 5-year product life
Color	White
Test	Better to have compliance Performance test ANSI/ISEA 121-2018 = Minimum design performance and labeling requirements
<p>Figure:</p> <p>Note: The provided picture is for reference. Design logo is not required for Safety Helmet.</p>	

2. Safety Jacket



Name of the Product	Safety Jacket Hi Vis Safety Vest
Standard	At least equivalent to ANSI/ISEA 1072015. A physical evidence to assure that the safety jacket is duly been certified by Bureau of Indian Standard or other international standards. EN ISO 20471 Certification for Hi Vis Workwear ANSI/ISEA 107 2015 Type 0 = (off road) Indoor use; often used in controlled environments: warehouses & factories Class 2 = construction workers
Material specification	Branded
Workmanship and Finish	<ul style="list-style-type: none"> • Good finish without any imperfections like holes, tears, and such other physical defects. • Made of synthetic materials like nylon, polyester, or better material with zipper in the front for binding. Multiple pockets for carrying field gadgets. • Consider temperature extremes both hot and cold – a breathable fabric or mesh preferred
Colour	Yellow with reflective strips as required See Classes above
Test	Better to have compliance Performance test
Figure	<p>Note: The provided picture is for reference. The design logo of MCA Nepal will be provided for the Supplier to be embroidered in the Safety Hi Vis Vest. Logo is not required during sample inspection.</p> 

3. Safety Walking/Hiking Shoes:

- Low-cut models with flexible midsoles and are excellent for day hiking.
- Traction rubber outsole to improve grip and durability on variable and rough terrain, and the fork shank to ensure flexible but stable movement.
- Boots and shoes billed as “waterproof” feature uppers constructed with waterproof/breathable membranes to keep feet dry in wet conditions.
- Thin plates, semi-flexible inserts are positioned between the midsole and the outsole, and below the shank (if included) to protect feet from getting bruised by roots or uneven rocks.
- Padded collar and tongue provide extreme comfort
- Branded to ensure that the shoes achieve good materials and traction design and protect feet against harsh conditions on the trail.
- Size as per demand



4. Whistle

Name	Whistle	
Properties and Usage	Should produce distinct sound To be used for signaling.	
Name	Lanyard	
Properties and Usage	<ul style="list-style-type: none"> • Should be durable and of good quality • Should be made of braided or woven fabric or split with a clip attached to the end. • Assure break-away lanyard • Should have clip for holding whistle at the end • Worn around neck. 	
Figure		

5. Field Cap of Standard Quality

- Should Offer protection against minor bumps, bruises and lacerations.
- Should have flexibility to be adjusted on different size of head.
- Colors: Sandy grey



(Note: The provided picture is for reference. The design logo of MCA-Nepal will be provided for the Supplier to be embroidered in the Cap.) Logo is not required during sample inspection.

6. Safety Glasses

- Safety glasses with adjustable temple and a universal nose bridge.
- Made with hard coated Polycarbonate lens which is scratch resistant and offers excellent impact protection.
- Provide an extra measure of protection in dusty and dirty environments.
- Should be available in clear, anti-fog clear and grey lens and available use indoor or outdoor. 99% UV protection for UV A, B and C, 180-380nm.
- Should comply with ANSI Z87.1-2010 (+) and CE EN-166 standards.



7. Backpack

- A 40 L capacity, extreme durable fabrics, and components as well as a lockable.
- A least 2 external pockets to provide space for documents, books and other items that need to be accessed quickly.
- The padded grab handles make it easy to lift or carry the bag (Hard strap not acceptable).
- Ventilated and comfortable harness and continuous wrap hip belt combine to create an incredibly stable carry system.
- Zippered hip belts, side stretch mesh pockets with dual access, a harness pocket, and top-lid storage to carry all the organization needs.



8. Rain wear

- The raincoat shall be made from good quality top grade Flexible waterproof material, which shall be free from hazardous nontoxic contents.
- The rainproof material shall be soft and slightly elastic in nature.
- The raincoat shall be leak-proof, durable, quick dry and breathable.
- The raincoats must be two pieces with trouser and coat and have two pockets.
- Exposed, water-repellent center front zip chest pocket and exposed-zip hand pockets. Detachable or hiding head cover.



Note: The design logo of MCA Nepal will be provided for the supplier to be rubber stamp in the coat. Logo is not required during sample inspection.

9. Urban Tactical Stretchable Cargo Pants

- Rugged Durability – Crafted with a blend of cotton, polyester and spandex, these tactical pants for men feature enhanced stitching for outdoor resilience
- Comfort-Fit Waist – that boast a stretchable waist perfect for quick response, on or off duty range exercises, or daily wear
- Closure: Hook and Loop
- Style: Casual Fit Type: semi-fitted, feature internal pockets for extra padding and knee pads
- Climate resilient pants to withstand a variety of climates
- Low-Profile Pockets –tactical equipment accessible with load-bearing pockets located across the front, rear, and thighs. Accessories and Belt NOT Included



Note: Pictures given in the specification are for reference purpose only and can vary if it meets the required technical specification.

Annex 2: Quotation Submission Form – Schedule of Requirements
Supply Personal Protective Equipment (MCA-N/ETP/SH/061)

Name of Supplier/Bidder/Vendor: _____

Date: _____

S.N.	Description of Goods	Unit	Quantity	Unit Rate in Nepalese Rupees (NPR)		Amount – In Figure (NPR)
				In Figure	In words	
1	Safety Helmet (White)	No	33			
2	Safety Reflective Jacket (Yellow)	No	33			
3	Safety Walking/Hiking Shoes of different UK sizes ranging from 4 to 9	No	66			
4	Whistle with Lanyard	No	33			
5	Standard Field Cap	No	66			
6	Eyewear/Safety Glasses	No	66			
7	Backpack (min. 40 Litre)	No	66			
8	Rainwear (two pieces)	Set	66			
9	Urban Tactical Stretchable Cargo Pants	No	66			
						Total
						VAT @ 13% of Total
						Total Amount with VAT

(Note:

1. Purchaser will provide quantities with sizes of safety walking/hiking shoes, rainwear, safety reflective jackets and urban tactical stretchable cargo pants in each Task Order.
2. After signing the contract, MCA-Nepal will provide design of logo to be embroidered it to the Safety Reflective Jackets, Standard Field Caps, and rubber stamp on the coat of Rainwear before the delivery.
3. MCA-Nepal may request to supply more quantities as per its requirement during the contract period issuing the Task Orders.

Our grand total includes all cost needed to provide the goods as per the requirement in the Request for Quotation, including delivery of the goods within **60 calendar days** following issuance of the Task Order after signing the Contract. The change in the Schedule of Requirements shall be up to 50%. Safety Helmet, Safety Jacket, rainwear, backpack and Safety Walking/hiking shoe shall have a minimum warranty of **one year** from the delivery received date.

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 **60** days from the date of Submission.

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: _____


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

Supply of Personal Protective Equipment (MCA-N/ETP/SH/061)

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

S. N	Description of Goods/Services	MCA-NEPAL'S REQUIREMENTS	SUPPLIER'S CONFIRMATION OF SPECIFICATION
1	Safety Helmet		The Supplier needs to confirm, in the space provided below, that the proposed goods meet the required specifications (By presenting their proposed specifications).
	Standard	<p>At least equivalent to ANSI Z89.1-2009. Physical evidence to assure that the safety helmet is duly been certified by international standards.</p> <p><i>(ANSI/ISEA = American National Standards Institute/International Safety Equipment Association ANSI Z89.1-2009: Standard for Dropped Object Protection.)</i></p> <p>Type II – Top & side protection – typically used in US & Europe</p> <p>Class G-General Helmet = 2,200 volts ANSI/ISEA 121-2018 = Minimum design performance and labeling requirements</p>	
	Material specification	Branded	


Workmanship and Finish	<ul style="list-style-type: none"> • Good finish without any imperfections like Cracks, and such other physical defects. • Must be triple corrugation on the shell to offer stronger surface strength for added safety. • The strap must be made of Low-density polyethylene (L.D.P.E) • No metal parts • Date of manufacture to be built into the helmet – Require replacement after 5-year product life 	
Color	White	
Test	Better to have compliance Performance test ANSI/ISEA 121-2018 = Minimum design performance and labeling requirements	
Figure Note: The provided picture is for reference. Design logo is not required for Safety Helmet.		
2	Safety Jacket/Hi Vis Safety Vest	
Standard	At least equivalent to ANSI/ISEA 107-2015. A physical evidence to assure that the safety jacket is duly been certified by Bureau of Indian Standard or other international standards.	
	EN ISO 20471 Certification for Hi Vis Workwear ANSI/ISEA 107-2015 Type 0 = (off road) Indoor use; often used in controlled environments: warehouses & factories Class 2 = construction workers	
Material specification	Branded	



	Workmanship and Finish	<ul style="list-style-type: none"> • Good finish without any imperfections like holes, tears and such other physical defects. • Made of synthetic materials like nylon, polyester or better material with zipper in the front for binding. Multiple pockets for carrying field gadgets. • Consider temperature extremes both hot and cold – a breathable fabric or mesh preferred 	
	Colour	Yellow with reflective strips as required See Classes above	
	Test	Better to have compliance Performance test	
	<p>Figure</p> <p>Note: The provided picture is for reference. The design logo of MCA Nepal will be provided for the Supplier to be embroidered in the Safety Hi Vis Vest. Logo is not required during sample inspection.</p>		
3	Safety Walking/Hiking Shoes:		
	<ul style="list-style-type: none"> ➤ Low-cut models with flexible midsoles and are excellent for day hiking. ➤ Traction rubber outsole to improve grip and durability on variable and rough terrain, and the fork shank to ensure flexible but stable movement. ➤ Boots and shoes billed as “waterproof” feature uppers constructed with waterproof/breathable membranes to keep feet dry in wet conditions. ➤ Thin plates, semi-flexible inserts are positioned between the midsole and the outsole, and below the shank (if included) to protect feet from getting bruised by roots or uneven rocks. ➤ Padded collar and tongue provide extreme comfort ➤ Branded to ensure that the shoes achieve good materials and traction design and 		




protect feet against harsh conditions on the trail.
 ➤ Size as per demand





4 Whistle with Lanyard

Name	Whistle
Properties and Usage	Should produce distinct sound To be used for signaling.
Name	Lanyard
Properties and Usage	Should be durable and of good quality Should be made of braided or woven fabric or split with a clip attached to the end. Assure break-away lanyard Should have clip for holding whistle at the end Worn around neck.
Figure	

5	<p>Field Cap of Standard Quality</p> <ul style="list-style-type: none"> ➤ Should Offer protection against minor bumps, bruises and lacerations. ➤ Should have flexibility to be adjusted on different size of head ➤ Colors: Sandy grey <div style="text-align: center;">  </div> <p>(Note: The provided picture is for reference. The design logo of MCA Nepal will be provided for the Supplier to be embroidered in the Cap.) Logo is not required during sample inspection.</p>	
6	<p>Safety Glasses</p> <ul style="list-style-type: none"> ➤ Safety glasses with adjustable temple and a universal nose bridge. ➤ Made with hard coated Polycarbonate lens which is scratch resistant and offers excellent impact protection. ➤ Provide an extra measure of protection in dusty and dirty environments. ➤ Should be available in clear, anti-fog clear and grey lens and available use indoor or outdoor. 99% UV protection for UV A, B and C, 180-380nm. Should comply with ANSI Z87.1-2010 (+) and CE EN-166 standards <div style="text-align: center;">  </div>	

7	<p>Backpack</p> <ul style="list-style-type: none"> ➤ A 40 L capacity, extreme durable fabrics and components as well as a lockable. ➤ A least 2 external pockets to provide space for documents, books and other items that need to be accessed quickly. ➤ The padded grab handles make it easy to lift or carry the bag. (Hard strap not acceptable) ➤ Ventilated and comfortable harness and continuous wrap hip belt combine to create an incredibly stable carry system. ➤ Zippered hip belts, side stretch mesh pockets with dual access, a harness pocket, and top-lid storage to carry all the organization needs. <div style="text-align: center;">  </div>	
8	<p>Rainwear</p> <ul style="list-style-type: none"> ➤ The raincoat shall be made from good quality top grade Flexible waterproof material, which shall be free from hazardous nontoxic contents. ➤ The rainproof Material shall be soft and slightly elastic in nature. ➤ The raincoat shall be leak-proof, durable, quick dry and breathable. ➤ The raincoats must be two pieces with trouser and coat and have two pockets. ➤ Exposed, water-repellent center front zip chest pocket and exposed-zip hand pockets. Detachable or hiding head cover. <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">  </div> <div style="text-align: center;">  </div> </div>	

	<p>Note: The design logo of MCA Nepal will be provided for the supplier to be rubber stamp in the Coat. Logo is not required during sample inspection.</p>	
9	<p>Urban Tactical Stretchable Cargo Pants</p>	
	<ul style="list-style-type: none"> ➤ Rugged Durability – Crafted with a blend of cotton, polyester and spandex, these tactical pants for men feature enhanced stitching for outdoor resilience ➤ Comfort-Fit Waist – that boast a stretchable waist perfect for quick response, on or off duty range exercises, or daily wear ➤ Closure: Hook and Loop ➤ Style: Casual ➤ Fit Type: semi-fitted, feature internal pockets for extra padding and knee pads ➤ Climate Resilient pants to withstand a variety of climates ➤ Low-Profile Pockets –tactical equipment accessible with load-bearing pockets located across the front, rear and thighs. Accessories and Belt NOT Included <div style="display: flex; justify-content: space-around; align-items: center;">   </div>	

Annex 4 Sample Contract/Purchase Order

Procurement Reference		
Project	RFQ No	Contract/PO No
Electricity Transmission Project	MCA-N/ETP/SH/061	MCA-N/ETP/SH/061

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

Your quotation reference procurement dated XX XXXX 2023 is hereby accepted, and you will be requested to supply the goods from the list of the Goods listed below through a Task Order:

SPECIFIC TERMS OF THIS PURCHASE ORDER:

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

PURCHASE ORDER N°:		Date: Day/Month/2023			
Purchaser: Millennium Challenge Account Nepal (MCA-Nepal) PAN: 201253803		Supply of Personal Protective Equipment			
Supplier/Service Provider: <i>[Supplier Name and Address]</i>					
Address: <i>[Supplier Name and Address]</i> Email Address: Contact Name:		Tel: Cell No:		Fax:	VAT No:
ORDER					
Item Number	Description	Unit	Quantity	Unit Rate	Total price (NPR)
TOTAL AMOUNT WITHOUT VAT					
VAT @ 13%					
TOTAL AMOUNT WITH VAT					

- 2) **Contract Sum:** *[Insert Amount in words and numbers.]* including local taxes and VAT. The offered price should include all costs of delivery of the goods to MCA-Nepal as mentioned in the delivery address.
- 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) **Warranty:** Safety Helmet, Safety Jacket, rain wear, backpack and Safety Walking/Hiking Shoes shall have a minimum warranty of **one year** from the delivery received date.
- 5) **Contract Duration:** The Contract duration is one (1) year following the Contract signing which can be further extended upon mutual agreement and successful negotiation of the prices, if required to do so. The rates quoted for the items of goods in Annex-2 shall remain fixed during the entire contract duration.
- 6) **Task Orders:** MCA-Nepal will issue the Task Order(s) to the Supplier based on its requirements (Sample Task Order - Annex 5). Individual Task Order will be issued for specific purchase/goods. Instructions to provide these goods shall be made by Task Order issued by MCA-Nepal through its Contract Manager. The Supplier will fulfill the requirements stated under Task Order/s. MCA-Nepal, at its own discretion, may request the Supplier to complete the delivery of the entire lots of goods mentioned in Annex-2 either by issuing one single or multiple Task Orders.
- 7) **Delivery time of Each Task Order:** The Supplier shall deliver the Goods within sixty (60) days of the date on which a Task Order is issued by MCA-Nepal. The goods are to be delivered to the office of MCA-Nepal with address at 2nd and 3rd Floor, East Wing, Lal Durbar Convention Centre, Yak and Yeti Complex, Durbarmarg, Kathmandu. The Cost of delivery is deemed to have been included in the Price in Annex 2 and there shall be no separate reimbursements of delivery costs.
- 8) **Liquidated Damages:** The Supplier agrees that failing to deliver any or all of the Goods within the period(s) specified in the Task Order pursuant to the Contract, the Purchaser shall, without prejudice to its other remedies under the Purchase Order, deduct from the Contract Price, as liquidated damages, a sum equivalent to one-tenth (0.10%) of the Task Order price for each day of delay in provision of Goods or unperformed/non-delivered/Goods, until actual delivery or performance, up to a maximum deduction of ten percent (10%) of the Task 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.
- 9) **Contract Manager:** For the purpose of management of the Contract/Purchase Order and Task Order to be issued under this Purchase Order, from the Purchaser's side, the Contract Manager is:

Name: XXXXXXXX

Position: ESP Specialist
Millennium Challenge Account Nepal (MCA-Nepal)
2nd and 3rd Floor, Lal Durbar Convention Center
Yak and Yeti Hotel Convention Center,
Durbar Marg,
Kathmandu, Nepal.
Email: XXXX@mcanp.org

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.

Point of contact on Behalf of Supplier will be:

Name:

Position:

Firm:

Email:

10) Payment Conditions:

Prices mentioned in this Purchase Order are all-inclusive in Nepalese Rupees (NPR). The offered price should include all costs needed to provide the goods in accordance with the Terms of Reference and Conditions of Contract. No additional cost shall be paid apart from the quoted price/rate for goods stated under this Purchase Order. Upon acceptance of the goods in each Task Order by MCA-Nepal, Purchaser will then be obligated to pay 100% of the amount of the Task Order **within thirty (30) calendar days** of completion or satisfactory performance of the requested supply under a particular Task Order. The following documentation must be supplied for payments to be made:

- i). Original Invoice (Submitted invoice should include PAN number of MCA-Nepal)
- ii). A delivery and acceptance note evidencing receipt of the goods; and verified by the Contract Manager to confirm that that the goods delivered are as per the signed Purchase Order and issued Task Order and
- iii). The Supplier shall produce a written document committing itself to the warranty/guaranty period as stated in the Annex **2 & 4**. 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/guaranty.
- iv). The Supplier shall comply with any other payment instructions as may be reasonably given by MCA-Nepal.

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: Contract Manager

Email:

Bank Details of Supplier:

Name of the Bank:

Branch Address:

Name of the Account:

Account No:

SWIFT Code:

IBAN:

11) Failure to Perform: The Purchaser may cancel, at any time, this Purchase Order or Task Order issued under 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 goods will be completed within **fourteen (14) days** of the date of notification of the defect. Failure to perform in this contract may be the reason for rejection of the quotation/bids in future bidding process.

12) Inspection: The Goods will be inspected at the delivery point by the Contract Manager or their representative. After inspection, if the Contract Manager deems any delivery of the Goods to not be in strict accordance with the above terms and conditions, that non-conformity shall serve as a justifiable ground to cancel this Purchase Order or Task Order issued under this Purchase Order. Sample approval during evaluation process will not restrict the Purchaser’s right to inspect and approve the goods during delivery.

13) Start Date: Date of the last signature on the Purchase Order will be the Start Date. The Start Date for an individual Task Order shall be the date of issuance of the Task Order.

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

**For the Supplier: [Supplier name and
address]**

Signature:
Name: Khadga Bahadur Bisht

Executive Director
Date:

Signature:
Name:
.....
Date:

Witness:

Witness:

Signature:

Name:

Date:

Signature:

Name:

Date:

Attachment 1: Quotation

[Submitted by the Supplier to whom Contract is Awarded]

Attachment 2: 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 3: 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: Sample Task Order



MILLENNIUM CHALLENGE ACCOUNT NEPAL DEVELOPMENT BOARD (MCA-NEPAL)

SAMPLE TASK ORDER No: XXX

Date of Task Order:

IDIQ #	Supply of Personal Protective Equipment	Contract Ref:
	(Please provide the name of Supplier here)	MCA-N/ETP/SH/061

Please proceed with the provision of supply and delivery of various items of goods under personal protective equipment as detailed in this Task Order and in accordance with the Conditions of the Contract/ Purchase Order and the instructions given below (use additional pages if needed):

Expected date of completion:

No	Description	Qty	Unit Rate (NPR)	Total
1.				
2.				
3.				
4.				
.....				
	Sub Total			
	VAT			
	Total			

Total Task Order Value:

**Nepalese Rupees
(NPR)**

Attachment #1:

Attachment #2:

Signatures

For MCA-Nepal: Contract Manager/Sector Manager (XXXXXXX)	For Supplier: Contact Person ()

Annex 6: Check List for Submission of the Quotation

1. Completely filled and signed Quotation Submission Form (**Annex 2**)
2. Firm/ Company Registration
3. PAN/VAT/TAX Registration
4. Tax Clearance Certificate up to the last FY (applicable to Nepalese Firm/Company only)
5. Relevant test or recognition certificates of goods, if any
6. **Statement on warranty:** The Bidder shall produce a written document committing itself to the warranty/guaranty period of as per Request for Quotation. This written document shall be signed and stamped by the Authorized Representative of the Bidder and shall remain in force for the full period of warranty/guaranty in case the Contract is awarded to the Bidder.
7. Filled "Submission form of Supplier's Proposed Technical Specification (**Annex 3**)" clearly identifying the specification of the proposed Goods.