



MILLENNIUM CHALLENGE ACCOUNT NEPAL (MCA-NEPAL)

Request for Quotations (RFQ)

Issued on: **28 December 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 and Delivery of Traffic
Counters**

Ref No: **MCA-N/RMP/SH/072**



MILLENNIUM CHALLENGE ACCOUNT NEPAL (MCA-NEPAL)

Request for Quotations for “Supply and Delivery of Traffic Counters”.

Kathmandu, Nepal
28 December 2023

Ref: MCA-N/RMP/SH/072

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 million hundred 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 one ninety seven million United States Dollars (US\$197,000,000)for a program to reduce poverty through economic growth in Nepal.
2. The Compact includes two projects: (i) construction of up to 315 kilometers of 400kV electricity transmission lines, three substations, and technical assistance for the power sector; and (ii) road maintenance works up to 130 kilometers of the strategic roads network and technical assistance to improve road maintenance regime. 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 MCA-Nepal website on 20 September 2023 and dgMarket, UNDB online and the Himalayan Times on 21 September 2023.
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 Traffic Counters**” as described in Annexes 1 and 3 of this 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 related duties** and taxes (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. **Clarifications:** Any clarifications needed shall be submitted in writing to **MCANepalPA@dt-global.com** not later than **8 January 2024 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 January 2024**.
7. 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 and inside 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**. The Supplier will be required to provide training as per the requirements stated under Technical Specifications for the Equipment and requirements for the training.
8. 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.
9. You are required to submit the quotation **for all items**, otherwise your quotation shall be considered as non-responsive.
10. **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.
11. One Supplier shall submit only one quotation. Participation by a Bidder in more than one Quotation will result in the disqualification of all Quotations in which the party is involved. The submitted quotation must be typed or written in indelible ink and shall be signed by an authorized representative. A quotation without a

signed (by authorized representative) Quotation Submission Form – Schedule of Requirements shall be considered non-responsive quotation.

12. 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.
13. 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. Evaluation and comparison of quotations will exclude and not take into account any Taxes and custom duties. 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 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.

Provide that a Quotation is substantially responsive, the Employer may request that the Bidder submits the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Quotation related to documentation requirements.

The evaluation and comparison of the quotation shall be done excluding Custom related duties and taxes and VAT.

Definitions of any non-defined term in this RFQ shall be as per Standard Bidding Documents.

14. In evaluating the quotations, the Purchaser/MCA-Nepal will adjust for any arithmetical errors as follows:
 - a. where there is a discrepancy between rate in figures and in words, the rate in words will govern;
 - b. If 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 you refuse to accept the correction, your quotation will be rejected.

15. Before awarding the Purchase Order, a price reasonableness assessment will be conducted as per MCC Program Procurement Guidelines on the recommended quotation. The quotation shall be rejected if the price is found to be unreasonable.

16. Bidders are requested to 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 and Purchase Order (if issued).
- a. VAT Registration certificate (Only applicable to Nepalese Firms)
- b. Tax Clearance Certificate up to the last Fiscal Year (Only applicable to Nepalese Firms)
- c. Completely filled and signed Quotation Submission Form - – Schedule of Requirements
- d. Filled Submission form of Supplier's proposed technical Specifications clearly identifying the specifications of the offered Goods.
- e. Bank Details of Bidder (Will be used only for the awarded bidder):

Name of the Bank:

Branch Address:

Name of the Account:

Account No:

Currency of account:

SWIFT Code:

IBAN:

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**-Traffic Counters".

Only Submission of Quotations 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/lwJ8o2f3Tjl0EgR7NOAW>

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 **19 January 2024, 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 for the Equipment and requirements for the Training
2. Quotation Submission Form - – Schedule of Requirements
3. Submission form of Supplier's proposed technical Specifications
4. Purchase Order Sample and Purchase Order Conditions

Annex - 1

Technical Specifications for the Equipment and requirements for the training

A. Traffic Survey Equipment with Camera

The Traffic Survey Camera should have the following characteristics:

1. The traffic survey camera should be portable, mountable, and not exceeding 3 kg in weight.
2. The camera video output should be in MP4 format with onboard video compression file reduction capabilities.
3. The camera counter should generate data in .CSV format or .MSV, with configuration of 15 or 60-minute bins per vehicle reporting, onboard data report generation, and has embedded GPS coordinates.
4. The camera counter should demonstrate autonomous ability to collect and make clarifications (eg. Trucks, cars, two wheeler and etc.) of the vehicles integrated in its system.
5. GPS Positioning should be a commercial u-block GPS Module that dynamically manages local time and time zones.
6. The camera runtime should have the capability to record minimally 100 hours in Camera Mode or 70 hours in Counter Mode.
7. The camera system should come with two-battery runtime extension facility of at least 80 hours.
8. Batteries should be a Lithium Ion battery that has at least 12-15 hour charge time.
9. The camera system should withstand extreme (high/low) operating temperatures (40, -15C).
10. Includes the Software to count traffic per vehicle class..
11. 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).
12. One-year warranty and online technical support.
13. Free software updates for 10 years and the Supplier shall submit with their quotation an undertaking that they will provide the updates for 10 years (if not submitted MCA-Nepal will request the same).
14. A detailed step-by-step data collection and analysis (application) procedure manual with videography is preferable.
15. One year warranty.

Selected vendors shall be invited by the technical evaluation panel to demonstrate the offered goods for 20 minutes and the vehicle classification capabilities of their system (demonstration via online).

B. Surface Distress Identification (SDI) Utility Camera

The SDI camera should have the following characteristics.

1. Full HD 1080p video recording capability.
2. Bluetooth & WIFI connectivity
3. Internal and SD card storage facility that is expandable up to 512 GB.
4. Rechargeable Lithium Ion batteries.
5. The camera should be car mountable with continuous video recording capability.
6. One year warranty.
7. 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).

C. Training

The application of training on **Traffic Survey Camera** equipment shall be quoted and included in the quote. The Training is for **Traffic Survey Camera**. The training is for a duration of 24 hours.

No. of participants – ten (10) 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 surveys, and pavement study surveys

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 do 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 confirmation with technical standards and literature as mentioned above the deviation may be acceptable.

3. In case of nos. of participants for the training increases, MCA-Nepal and Supplier can agree the training with a revised price to adjust the new numbers of participants

Annex - 2 Quotation Submission Form – Schedule of Requirements

Supply and Delivery of Traffic Counters MCA-N/RMP/SH/072

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. Supply of Goods					
1	Traffic Survey Equipment with Camera (As per the Technical Specification mentioned in Annex 1)	Set	1		
2	Surface Distress Identification (SDI) Utility Camera (As per the Technical Specification mentioned in Annex 1)	Set	1		
	Sub total A (Cost of supply of goods)				
B. Training					
3	Training as per the requirement mentioned in Annex 1	Lump Sum	1		
	Sub Total B				
Custom Duties to be Paid by the Supplier (Supplier is required to provide the documents as per clause 2 and 10 of the Conditions of Contract for obtaining the custom exemption certificate well before the arrival of the goods)					0.00USD
Total(A+B)					
VAT, if Applicable					
Grand Total					

The evaluation and comparison of the quotation shall be done excluding Custom related duties and taxes and VAT.

Our total quoted 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 **180 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;, 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 evidence 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 Traffic Counters MCA-N/RMP/SH/072

(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. Traffic Survey Equipment with Camera			
Offered Product (Please mention the Brand Name (Make) and Model Number of offered product):			
e Traffic Survey Camera should have the following characteristics: <ol style="list-style-type: none"> 1. The traffic survey camera should be portable, mountable, and not exceeding 3 kg in weight. 2. The camera video output should be in MP4 format with onboard video compression file reduction capabilities. 3. The camera counter should generate data in .CSV format or. MSV, with configuration of 15 or 60-minute bins per vehicle reporting, onboard data report generation, and has embedded GPS coordinates. 4. The camera counter should demonstrate autonomous ability to collect and make clarifications (eg. Trucks, cars, two wheeler and etc.) of the vehicles integrated in its system. 5. GPS Positioning should be a commercial u-block GPS Module that dynamically manages local time and time zones. 6. The camera runtime should have the capability to record minimally 100 hours in Camera Mode or 70 hours in Counter Mode. 			

7. The camera system should come with two-battery runtime extension facility of at least 80 hours.
8. Batteries should be a Lithium Ion battery that has at least 12-15 hour charge time.
9. The camera system should withstand extreme (high/low) operating temperatures (40, -15C)..
10. Includes the Software to count traffic per vehicle class.
11. 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).
12. One-year warranty and online technical support.
13. Free software updates for 10 years and the Supplier shall submit with their quotation an undertaking that they will provide the updates for 10 years (if not submitted MCA-Nepal will request the same).
14. A detailed step-by-step data collection and analysis (application) procedure manual with videography is preferable.
15. One year warranty.

Selected vendors shall be invited by the technical evaluation panel to demonstrate the offered goods for 20 minutes and the vehicle classification capabilities of their system (demonstration via online).

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).
B. Surface Distress Identification (SDI) Utility Camera			
Offered Product (Please mention the Brand Name (Make) and Model Number of offered product):			
<p>The SDI camera should have the following characteristics.</p> <ol style="list-style-type: none"> 1. Full HD 1080p video recording capability. 2. Bluetooth & WIFI connectivity 3. Internal and SD card storage facility that is expandable up to 512 GB. 4. Rechargeable Lithium Ion batteries. 5. The camera should be car mountable with continuous video recording capability. 6. One year warranty 7. 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). 			

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).
C Training:			
<p>The cost of training on Traffic Survey Camera equipment shall be quoted and included in the quote. The Training is for Traffic Survey Camera. The training is for a duration of 24 hours.</p> <p>No. of participants – ten (10) nos.</p> <p>Venue: Department of Roads, Kathmandu, Nepal or any other places within Kathmandu Valley, Nepal.</p> <p>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.</p> <p>Trainer Qualifications: Bachelor's Degree in Civil Engineering or equivalent with past experience in traffic surveys, and pavement study surveys</p> <p>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.</p> <p>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.</p> <p>Note:</p>			

- | | |
|--|--|
| <ol style="list-style-type: none">1. In case of any minor deviations in the technical parameters/specifications that do 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 confirmation with technical standards and literature as mentioned above. | |
|--|--|

Annex 4
Purchase Order Sample and Purchase Order Conditions



MILLENNIUM CHALLENGE ACCOUNT NEPAL (MCA-NEPAL)

Purchase Order No: **MCA-N/RMP/SH/072**

Purchase Order/Contract for

Supply and Delivery of Traffic Counters

Between

Millennium Challenge Account Nepal (MCA-Nepal)

And

Supplier

Dated: **DD MMMM 2024**

MILLENNIUM CHALLENGE ACCOUNT NEPAL (MCA-NEPAL)

PURCHASE ORDER

Procurement Reference	
Project	PO No
Road Maintenance Project	MCA-N/RMP/SH/072

To: (Supplier, address).

Your quotation for the referenced procurement dated **XX XXXXX 2024** 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 Traffic Counters			
Supplier :					
Address:		Tel:		Fax:	PAN No:
Email Address:		Cell No:			
Name of Contact Person:					
PURCHASE ORDER					
Item No. (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. Supply of Goods					
1	Traffic Survey Equipment with Camera (As per the Technical Specification mentioned in Annex 1)				
2	Surface Distress Identification (SDI) Utility Camera (As per the Technical Specification mentioned in Annex 1)				
	Sub total A (Cost of supply of goods)				
B. Training					
3	Training as per the requirement mentioned in Annex 1				
	Sub Total B				
Custom Duties to be Paid by the Supplier (Supplier is required to provide the documents as per clause 2 and 10 of the Conditions of Contract for obtaining the custom exemption certificate well before the arrival of the goods)					0 USD
Total Amount (A+B) (Excluding VAT)					
VAT (If Applicable)					
Grand Total Amount (Including VAT)					

(Note: The Price Quoted is DDP Kathmandu, Nepal excluding the **custom related duties** and taxes (please refer to clauses 2 and 10 of Conditions of the Purchase Order) and VAT to be paid to the Government of Nepal, if applicable.)

1. In case of local suppliers, VAT will be added only to the amount to be paid to the local supplier inside Nepal). Applicable TDS will be applied as per Nepalese tax laws.
- 1) **Purchase Order Price:** USD XXXXX (in words XXXXXX). The offered price shall include all costs of delivery of the goods to MCA–Nepal, warranty of the goods and training as described in this Purchase Order. Nepalese firms/companies participating in bidding should be VAT registered.
- 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, installed and delivered and the services to be provided shall meet or exceed the technical specifications for the Equipment and requirements for the training 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 provision 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 **180 calendar days** from Purchase Order signing by both parties. The training shall be provided within **60 days** after acceptance of the Goods. The cost of delivery and associated cost is deemed to have been included in the Purchase Order Price and there shall be no separate reimbursements of supply, installation and delivery costs. Delivery of all the items should be at the same time. .
- 6) **Place of Final Destination (Delivery address):** Office of the Millennium Challenge Account Nepal (MCA-Nepal) at 2nd & 3rd Floor, East Wing, Lal Durbar Convention Centre, Yak & Yeti Complex, Durbar Marg, Kathmandu, 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 (180 days) specified in the Purchase Order and to perform the training within 60 days of acceptance of the goods, the Purchaser shall, without prejudice to its other remedies under the Purchase Order, 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: Prabin Jung Thapa

Position: Road Maintenance Specialist

Millennium Challenge Account Nepal (MCA-Nepal)

Yak and Yeti Hotel Convention Center,

Durbar Marg,

Kathmandu, Nepal.

Email: Prabin.thapa@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 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:**

Prices mentioned in this purchase order is in United States Dollar (USD). The offered price includes all the costs needed to supply, deliver the goods, installation and training in accordance with the Technical Specifications, training requirements and Conditions of Contract. No additional cost shall be paid apart from the quoted price for goods supplied, installation and training stated under this Purchase order. 75% of the price of goods (excluding training) payment will be made upon delivery and receipt of the goods at the point of final destination. The remaining 20% of the price of goods (excluding training) shall be paid upon installation and successful operation. The remaining 5% of the price of the goods (excluding cost of training component) shall be paid on completion of the warranty period, upon submission of letter for completion of warranty period issued by MCA-Nepal. The payment related to Training shall be paid upon submission of report of training provided with its acceptance by the Contract Manager along with **an acceptable invoice**. MCA-Nepal will make the payment of the Purchase Order **within thirty (30) calendar days** of satisfactory completion or satisfactory performance of the payment milestones mentioned earlier in this paragraph.

The following documentation must be supplied for payments to be made:

- i). Original Invoice (VAT invoice for local firm); acceptable to MCA-Nepal;
- ii). Acceptance Memo - Confirmation and acceptance of all deliverables -Goods and Services (Training).
- 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 (Applicable to Nepalese Supplier)
- v). The Supplier shall comply with any other payment instructions as may be reasonably given by MCA-Nepal.
- vi). Applicable TDS will be applied as per the provision of Compact and tax laws of Nepal
- vii). Nepalese firm should be regular in terms of filing return at Inland Revenue Department before payment.

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 foreign manufacturer/exporter.

10) Custom Duties: MCA-Nepal shall provide a tax exemption letter/certificate to the Supplier to clear the Goods from Customs office. MCA-Nepal requires necessary documents including Proforma Invoice 45 days before arrival of good at custom point 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 document and 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 and inside 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) Invoice: The invoice should include the VAT registration number (only applicable to the Nepali Firm), the name of the account holder, name and PAN number of buyer (MCA-Nepal), buying exchange rate on the date of invoice (if contract in USD but any payment in NPR) published on Central Bank's website. 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:

13) Supplier's Bank Account Details:

- Name of the Account:
- Name of the Bank:
- Branch Address:
- Account No:

Account currency:
SWIFT Code:
IBAN (if applicable):

14) 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 person over whom such Party has control, including any Subcontractor), (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 fulfil 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 after the occurrence) about the occurrence of an event giving rise to a claim of Force Majeure.
- III. Subject to Clause VI of Force Majeure, 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. During the period of its inability to perform the Services as a result of an event of Force Majeure, the Service Provider, upon instructions by the MCA-Nepal, shall either:
 - (a) demobilize, in which case the Consultant shall be reimbursed for additional costs it reasonably and necessarily incurred and, if the Consultant is required by the MCA Entity to reactive its performance of the Services at the time of restoration of normal conditions, the additional costs the Service Provider reasonably and necessarily incurred as part of such reactivation; or
 - (b) continue with the Services to the extent possible, in which case the Service Provider shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- VII. In the case of disagreement between the Parties as to the existence or extent of and event of Force Majeure, the matter shall be settled by amicable settlement.

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 and also MCA-Nepal will recover actual amount incurred or to be incurred due to non-performance of the warranty obligation from the 5% amount withheld under Payment Conditions clause above.

16) Amicable Settlement of Disputes.

The Parties shall seek to resolve any dispute amicably by mutual consultation.

17) Disputes Resolution.

Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to and determined by a sole arbitrator to be appointed by agreement between the Parties or in default of agreement by the Parties, in accordance with Law of Nepal. The arbitration shall be held in Kathmandu, Nepal and the language of the arbitration shall be English. The arbitral award shall be final and binding. Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under the Contract. MCC has the right to be an observer to any arbitration proceeding associated with this Contract, at its sole discretion, but does not have the obligation to participate in any arbitration proceeding.

18) Termination for Convenience

(a) The Purchaser, by notice sent to the Supplier, may terminate this Contract, in whole or in part, at any time in its sole discretion for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under this Contract is terminated, and the date upon which such termination becomes effective.

(b) In the case of any termination in accordance with this paragraph 18 of Specific Terms of this Purchase Order, the Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at this Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(b1) to have any portion completed and delivered at the terms and prices set forth in this Contract; and/or

(b2) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

19) Inspection: At the own discretion of MCA-Nepal, Goods may be inspected at the Supplier's/Manufacturer warehouse before shipment 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, the goods shall be rejected, and that non-conformity shall serve as a justifiable ground to cancel this Purchase Order.

20) Start Date: Date of signing of the Purchase Order by the parties 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:

Witness:

Signature:
Name:

Signature:

Name:
Position:
Date:

Witness:

Signature:
Name:

Annex 1: Technical Specification
Annex 2: Quotation Submitted by Bidder

Annex 1

Technical Specifications or the Equipment and requirements for the training

(It will be included from Annex 1 and 3 of 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>