



MILLENNIUM CHALLENGE ACCOUNT NEPAL (MCA-NEPAL)

Request for Quotations (RFQ)

Issued on: 28 March 2024

Millennium Challenge Account Nepal
on behalf of
The Government of Nepal
funded by
The United States of America
through
The Millennium Challenge Corporation

For

Supply and Delivery of a Digital Still Camera

Ref No: MCA-N/PM/SH/067



MILLENNIUM CHALLENGE ACCOUNT NEPAL (MCA-NEPAL)

REQUEST FOR QUOTATIONS

To: [Insert Bidder's Name]
[Insert Bidder's Address]
[Insert Bidder's Phone Email]

From: Millennium Challenge Account Nepal (MCA-Nepal)
2nd & 3rd Floor, East Wing, Lal Durbar Convention Centre, Yak & Yeti Complex, Durbar
Marg, Kathmandu, Nepal
977-1-4540951/4540952, MCANepalPA@dt-global.com

Date: 28 March 2024
Project Name: Program Administration Project (PAP)
Procurement Title: Supply and Delivery of a "Digital Still Camera"
Procurement Ref: MCA-N/PM/SH/067
Comments or Instructions if any: NA

Dear Sir, Madam:

Please provide your quotation for the following items mentioned below and technical specifications/scope of work in Attachment 1.

Your quotation should be submitted by **03 April 2024, 15:00 hours (Nepal Time)** at the following email address MCANepalPA@dt-global.com and cc'd to binita.poudel@dt-global.com.

Description of Item	Quantity	Unit Price (NPR)	Total Price (NPR)
Supply and Delivery of a "Digital Still Camera"	1		
VAT (13%)			
Total with VAT			
Warranty	1 year starting from the acceptance date of the goods.		
Delivery Date	Within 14 calendar days from the date of signing the contract		

Stamp/Signature: [Bidder to include stamp and signature]

Date: [Bidder to include date]

Attachment 1

Technical Specification

S. No.	Item	Technical Specifications
1	Still Camera	<ul style="list-style-type: none">• Minimum 18-55 mm/Standard Kit Lens;• CMOS Image Sensor;• Form Factor;• Mirrorless;• LCD Screen;• Minimum 24.0 Megapixel;• Minimum 64 GB Ultra High-Speed Memory Card;• Full HD or Higher Resolution Recording;• Lithium Battery included;



MILLENNIUM CHALLENGE ACCOUNT NEPAL (MCA-NEPAL)

CONTRACT

To: [Insert Vendor Name]
 [Insert Vendor Address]
 [Insert Vendor Phone, Email]

From: Millennium Challenge Account Nepal (MCA-Nepal)
 2nd & 3rd Floor, East Wing, Lal Durbar Convention Centre, Yak & Yeti Complex, Durbar
 Marg, Kathmandu, Nepal
 [Insert MCA Phone, Email]

Date: XX March 2024
 Project Name: Program Administration Project (PAP)
 Contract Title: Supply and Delivery of a “Digital Still Camera”
 Contract Ref: MCA-N/PM/SH/067

Description of Item	Quantity	Unit Price	Total Price	Place of Delivery	Date of Delivery
Supply and Delivery of a Camera	1				
			Sub-Total Contract Price	xxxxxxx	
			VAT (13%)	xxxxx	
			Total Contract Price		

Payment Terms	Prices mentioned in this contract are all-inclusive in Nepalese Rupees (NPR). The offered price should include all the costs needed to provide the goods in accordance with the Technical Specifications and Conditions of Contract. No additional cost shall be paid apart from the quoted price for goods stated under this Contract. Upon acceptance of the goods and services by MCA-Nepal, Purchaser will then be obligated to pay 100% of the amount of the Contract within thirty (30) calendar days of completion or satisfactory performance of the contract. The following
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	<p>documentation must be supplied for payments to be made:</p> <p>i) Original VAT Invoice, acceptable to MCA-Nepal shall be submitted on the same date when the goods are delivered and accepted. (Submitted invoice should include PAN number of MCA-Nepal.</p> <p>ii) Confirmation and acceptance of all deliverables -Goods and Services.</p> <p>iii) The Vendor shall submit the warranty document 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 Vendor and shall remain in force for the full period of warranty/guarantee.</p> <p>iv) The Vendor shall comply with any other payment instructions as may be reasonably given by MCA-Nepal</p> <p>v) Applicable withholding tax (TDS) will be deducted at the time of payment.</p> <p>vi) The Vendor should be regular in terms of filing income tax and VAT return, that is, should not appear as Non-Filer at IRD (Inland Revenue Department), at the time of payment from MCA-Nepal.</p>
Paid to	<i>[include Vendor Bank details]</i>
Currency	<i>[include currency/local USD]</i>
Warranty	<i>[include warranty terms]</i>
Applicable Contract Terms and Conditions	As attached

Stamp/Signature: *[MCA CEO - stamp and signature with mention “**Read and Accepted**”]*

Date: *[include date]*

Include Attachments as applicable: technical specifications, scope of work etc...

CONTRACT TERMS AND CONDITIONS

1. Definitions

- (a) “Contract” means the agreement entered into between the MCA Entity and the Vendor, together with the contract documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
- (b) “MCA Entity” means the Millennium Challenge Account Nepal.
- (c) “Vendor” means a private entity, whose quotation to perform the Contract has been accepted by the MCA Entity and is named as such in the Contract.
- (d) “MCC” means the Millennium Challenge Corporation.
- (e) “Compact” means [*the Millennium Challenge Compact, dated 14 September 2014 by and between the United States of America and Nepal*].
- (f) “Request for Quotations” means a process by which the MCA Entity solicit Vendors to submit quotes for works/goods or services.
- (g) “Tax” and “Taxes” have the meanings given the terms in the Compact or related agreement.

2. Applicable Law

- 2.1 The Contract shall be interpreted in accordance with the laws of Nepal in all respects.

3. Language

- 3.1 All communications and documents related to the Contract shall be in English.

4. Assignment

- 4.1 Any assignment by the Vendor of this Contract or of any rights hereunder, in whole or in part without the prior written consent of the MCA Entity shall be void.

5. Fraud and Corruption

- 5.1 This Contract shall be covered by the provisions of [Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations | Millennium Challenge Corporation](#) that requires Vendors under MCC-funded contracts, to observe the highest standard of ethics during the procurement and execution of such contracts.

6. Fixed Contract Price

- 6.1 The prices indicated in the Contract are firm and fixed and not subject to any adjustment during contract performance.

7. Delivery Schedule

The delivery of goods/works or services should be completed as per the schedule indicated in the Contract.

8. Technical Specifications (with attachments as necessary)

The delivery of goods/works or services should be completed as per the specifications indicated in the Contract.

9. Delivery and Documents

- 9.1 Upon delivery, the Vendor shall provide the following documents to the MCA Entity:

- (a) Vendor’s invoice showing goods/works/services’ description, quantity, unit price, and total amount.

10. Taxes and Duties

- 10.1 Except as may be exempted pursuant to the Compact or another agreement related to the Compact, available in English at <https://assets.mcc.gov/content/uploads/compact-nepal.pdf>, the Vendor may be subject to certain Taxes on amounts payable by the MCA Entity under this Contract in accordance with applicable law (now or hereinafter in effect). The Vendor shall pay all Taxes levied under applicable law. In no event shall the MCA Entity be responsible for the payment or reimbursement of any Taxes. In the event that any Taxes are imposed on the Vendor, the Price shall not be adjusted to account for such Taxes.
- 10.2 Without prejudice to the rights of the Vendor under this clause, the Vendor will take reasonable steps as requested by the MCA Entity or the Government with respect to the determination of the Tax status described in this Clause 10.
- 10.3 If the Vendor is required to pay Taxes that are exempt under the Compact or a related agreement, the Vendor shall promptly notify the MCA Entity (or such agent or representative designated by the MCA Entity) of any Taxes paid, and the Vendor shall cooperate with, and take such actions as may be requested by the MCA Entity, MCC, or either of their agents or representatives, in seeking the prompt and proper reimbursement of such Taxes.
- 10.4 The MCA Entity shall use reasonable efforts to ensure that the *Government of Nepal* provides the Vendor the exemptions from taxation applicable to such persons or entities, in accordance with the terms of the Compact or related agreements.

11. Payment

- 11.1 Payment of the Contract Price shall be made in the manner described in the Contract.

12. Notices and Requests

Any notice or request required or permitted to be given or made under this Contract shall be in writing. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail, cable, email, or fax to the party to which it is required to be given or made at such party's address specified below:

For the MCA Entity:	Name of Contract Manager: Pushkar Mathema Position: Communications Specialist Millennium Challenge Account Nepal (MCA-Nepal) Yak and Yeti Hotel Convention Center, Durbar Marg, Kathmandu, Nepal. Email: pushkar.mathema@mcanp.org
For the Vendor	Name: Position: Contact Number: Email:

13. Warranty (only for Goods)

- 13.1 Goods offered should be covered by the manufacturer's warranty for at least **12 months** from the date of delivery to the MCA Entity.

14. Defects

- 14.1 During the warranty period, all defects will be corrected by the Vendor and all repairs made without any cost to the MCA Entity within 30 days from the date of notice by the MCA Entity.

15. Resolution of Disputes

15.1 The MCA Entity and the Vendor shall make every effort to resolve amicably by direct negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of an unresolved dispute between the MCA Entity and the Vendor, the dispute shall be settled in accordance with the provisions of the Applicable arbitration law of Nepal.

16. Failure to Perform

16.1 The MCA Entity may cancel the Contract if the Vendor fails to deliver the goods, works and/or services in accordance with the above terms and conditions.

17. Force Majeure

17.1 The Vendor shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- (a) "Force Majeure" means an event or condition that (a) is not reasonably foreseeable and is beyond the reasonable control of a Party, and is not the result of any acts, omissions or delays of the Party relying on such event of Force Majeure, (or of any third party over whom such Party has control, including any Subcontractor), (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.
- (b) If a Force Majeure situation arises, the Vendor shall promptly notify the MCA Entity in writing of such condition and the cause thereof. Unless otherwise directed by the MCA Entity in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

18. Termination Due to AFC Violation

18.1 The MCA Entity may terminate this Contract, in whole or in part, if the Vendor, in the judgment of the MCA Entity has engaged in AFC violations in accordance with [Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations | Millennium Challenge Corporation](#) in competing for or in executing this Contract.

19. Accounts and Records

19.1 The Vendor shall keep accurate and systematic accounts and records in respect of the provision of the goods, works or Services under this Contract, in accordance with the provisions of [Annex of General Provisions | Millennium Challenge Corporation \(mcc.gov\)](#) and internationally accepted accounting principles.

20. Termination for Convenience:

20.1 MCA-Nepal (Purchaser), by notice sent to the Vendor, 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 Employer's convenience, the extent to which performance of the Vendor under this Contract is terminated, and the date upon which such termination becomes effective. All services satisfactorily rendered as of the termination date will be paid at the rates in this contract.