



**MILLENNIUM CHALLENGE ACCOUNT NEPAL (MCA-NEPAL)**

**Request for Quotations (RFQ)**

Issued on: 10 May 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**

**Procurement of Cylindrical Split Moulds and  
Accessories**

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**Ref No: MCA-N/RMP/SH/076**



## MILLENNIUM CHALLENGE ACCOUNT NEPAL (MCA-NEPAL)

### REQUEST FOR QUOTATIONS (RFQ)

To: All eligible Vendors to present its quotation for providing Cylindrical Moulds and Accessories to MCA Nepal as described in Annex 1: Technical Specification.

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](mailto:MCANepalPA@dt-global.com)

Date: 10 May 2024  
Project Name: Road Maintenance Project (RMP)  
Procurement Title: Procurement of Cylindrical Split Moulds and Accessories  
Procurement Ref: MCA-N/RMP/SH/076  
Comments or Instructions if any: NA

Dear Sir, Madam:

1. Please provide your quotation for the following items mentioned below, in compliance with **the technical specifications in Attachment 1 to this RFQ.**

SN	Description of Item	Unit	Quantity	Unit Price (NPR)	Total Price (NPR)
1	Cylindrical Split Moulds	Nos.	6		
2	Surgical Gloves (100 pieces i.e., 50 pairs per packet)	Packet	1		
3	Dirt Cleaning hand brush	Nos.	3		
4	Epoxy (one set consists of Pack of 2 each with 50 gm)	Set	12		
5	Polythene Plastic to Cover specimen prepared	Nos.	1		
6	Cleaning Towel	Nos.	3		
			<b>Sub - Total</b>		
			<b>VAT (13%)</b>		
			<b>Total with VAT</b>		

	<b>Warranty for Line item 1 (above)</b>	<b>1 year starting from the acceptance date of the goods.</b>
	<b>Delivery Date and Place</b>	<b>Within 14 calendar days from the date of signing the contract Delivery to: Millennium Challenge Account Nepal (MCA-Nepal) 2nd &amp; 3rd Floor, East Wing, Lal Durbar Convention Centre, Yak &amp; Yeti Complex, Durbar Marg, Kathmandu, Nepal</b>
	<b>Quotation Validity Period</b>	<b>60 days from the submission deadline of the quotations</b>

2. Your quotation should be submitted by **17 May 2024, 15:00 hours (Nepal Time)** at the following email address [MCANepalPA@dt-global.com](mailto:MCANepalPA@dt-global.com) and cc'd to [binita.poudel@dt-global.com](mailto:binita.poudel@dt-global.com) .
3. 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 Fiscal Year
4. 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 the bidder refuses to accept the correction, their quotation will be rejected.
5. The lowest priced quotation will be reviewed to check compliance with the requirements set in the Request for Quotations, if the quotation is compliant substantially, the contract will be awarded to that Vendor. 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, requirements of the RFQ, and specifications. A non-responsive quotation shall not be considered for recommendation of award. During the evaluation for compliance against the technical specifications, **the vendor shall be requested to provide the sample of goods.** If the lowest price vendor 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 bidders, in the manner that provides the most beneficial outcome to MCA-Nepal.
6. 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 at the MCA-Nepal's website: <https://mcanp.org/en/procurement/bid-challenge-system/>.

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

**Date:** *[Bidder to include date]*

## *Attachment 1*

### *Technical Specifications*

#### **1. CYLINDRICAL SPLIT-MOULDS**

- Cast Iron, Split Length Wise 150 mm internal dia. X 150 mm high with ISI Certification Mark IS:10086
- Must Comply with Requirements Laid Down in IS:10086
- Distortion Resistance
- High Quality Metal

#### **2. LATEX POWDERED GLOVES**

- Mader from All-Natural rubber latex
- Gloves conform perfectly to the hand for a fit
- Textured fingertips to enhance grip and improve control
- Pack Qty: 100pcs (50 pairs)/Packet
- Color: Clear
- Size: L

#### **3. DIRT CLEANING HAND BRUSH**

- Multipurpose Duster/Cleaner With 360 Degree Flexible Function and Removable Microfiber Cloth and Extension Pipe Rode for Long Area Space Cleaning
- The Brush Should Be Made of Superfine Fiber, It Should Have a Strong Water Absorption Force That Can Easily Adhere to Dust, Dirt, And Hair to Provide the Best Experience in Cleaning.
- Suitable For Cleaning Up the Dust in Many Appliances and Devices.
- Scope - Suitable for Any Narrow or Inaccessible Places
- Efficient And Easy. Easy To Clean: Washable Duster Head. Duster Head-The Microfiber Head Is a Firm Pole.

#### **4. EPOXY**

- Epoxy Putty - (Pack Of 2)
- Hand Kneadable
- Hardens In One Minute of Mix
- Weight - 100g for a set i.e., pack of 2.
- High Strength Epoxy Putty
- Suitable For Sealing, Repairing, Jointing Insulating and Sealing, Repairing, Jointing Insulating

#### **5. POLYTHENE PLASTIC TO COVER THE SPECIMEN PREPARED**

- Color: black
- Material: Plastic, polyethylene (PE)
- Item thickness 4 Mils
- Water resistance Level waterproof
- Item weight :1 kilogram
- Product dimension: 40"Lx6"W
- Ultraviolet Light Protection: No

## **6. CLEANING TOWEL**

- Material - Cotton
- 800 GSM- Super Thick Microfiber
- Lint-Free & Scratch-Free
- Super Strong Water Absorption
- Dimensions- 40 cm X 40 cm



## 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  
977-1-4540951/4540952, [MCANepalPA@dt-global.com](mailto:MCANepalPA@dt-global.com)

Date: XX May 2024  
Project Name: Road Maintenance Project (RMP)  
Contract Title: Procurement of Cylindrical Split Moulds and Accessories  
Contract Ref: MCA-N/RMP/SH/076

SN	Description of Item	Unit	Quantity	Unit Price (NPR)	Total Price (NPR)
1	Cylindrical Split Moulds	Nos.	6		
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6	Cleaning Towel	Nos.	3		
	<b>Sub - Total</b>				
	<b>VAT (13%)</b>				
	<b>Total with VAT</b>				

Delivery Date and Place	Within 14 calendar days from the date of signing the contract Delivery to: Millennium Challenge Account Nepal (MCA-Nepal) 2nd & 3rd Floor, East Wing, Lal Durbar Convention Centre, Yak & Yeti Complex, Durbar Marg, Kathmandu, Nepal
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, MCA-Nepal, 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 documentation must be supplied for payments to be made: i) Original VAT Invoice, acceptable to MCA-Nepal shall be submitted when the goods are delivered and accepted. (Submitted invoice should include PAN number of MCA-Nepal. ii) Confirmation and acceptance of all deliverables -Goods and Services. 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. iv) The Vendor shall comply with any other payment instructions as may be reasonably given by MCA-Nepal v) Applicable withholding tax (TDS) will be deducted at the time of payment. 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.
Contract Duration	Contract Duration will be 60 days from the date of contract signing.
Paid to	<i>[include Vendor Bank details]</i>
Currency	Nepalese Rupees
Warranty	<i>[include warranty terms]</i>
Applicable Contract Terms and Conditions	<b>As attached</b>

**Date: XX May 2024**

**Signature of the Purchaser:**  
For and on behalf of

**Signature of the Vendor:**  
For and on behalf of

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Name of Authorized Representative

***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 VAT 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: Position: Millennium Challenge Account Nepal (MCA-Nepal) Yak and Yeti Hotel Convention Center, Durbar Marg, Kathmandu, Nepal. Email:
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 only for line item 1 i.e., cylindrical split moulds.

**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.