





## **Request for Offers (RFO)**

Issued on: 26 July 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 IT Equipment and Accessories

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Ref No: MCA-N/PM/SH/078







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

#### REQUEST FOR OFFER (RFO) - GOODS AND RELATED SERVICES

Procurement Title: Supply and Delivery of IT Equipment and Accessories

Procurement Ref: MCA-N/PM/SH/078

Date of Issue of Request: 26 July 2024

To:

#### Sir/Madam:

- 1. The Millennium Challenge Account Nepal (MCA- Nepal) (Purchaser) hereby requests you to submit price Offer for the supply of the items as per Attachment 1 (Technical Specifications) and Attachment 2 (Price Schedule).
- 2. To be qualified, you must have experience as a Supplier of the items covered by this **Request for Offer** and, as evidence, you must also attach a document of your experience as Supplier in at least: "One contract in the last 3 years of a size and nature similar to the items in the supply schedule (Supply and Delivery of IT equipment).

Provide details of supporting documents to be submitted:

• Experience letter showing contract performance with past Employer.

Suppliers are also required to submit with their Offers the copies of the following documents:

- a. Firm/Company Registration Certificate / Letter of incorporation
- b. PAN/ VAT Registration Certificate (applicable to Nepalese Firms/Companies only).
- c. Tax Clearance Certificate of the last Fiscal Year 2079/80 (applicable to Nepalese Firms/Companies only).
- 3. Your Offer should be submitted in accordance with the following instructions, procedures, and the terms and conditions of the **Contract**.

#### **Preparation**

(a) Your price Offer/(s) shall be for all the items as described in attached documents and submitted only in the attached **Form of Offer** with the **Price Schedule**. The currency of quoted prices and payment shall be United States Dollars (USD).

- (b) The prices should be quoted for supply and delivery to 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 and should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information (in English language) for each item quoted, including names and addresses of firms providing after-sales service facilities in Kathmandu, Nepal.
  - i. With reference to the Price Schedule table, you must submit an Offer for at least one lot. However, you are open to submit any combination of multiple lots. If a lot contains multiple items, you must quote all items within that lot. If you fail to quote prices for all the items for a particular lot, your Offer will be non-responsive for that lot. Submission of every lot shall be signed by your authorized representative. Offers without a signature may not be considered.
  - ii. Your Offer must be submitted electronically with only one copy of the **Form of Offer**. In this instance, this copy will be construed to be the original and the signatures may be written or electronically signed using any applicable software.
- (c) Your Offer(s) should be valid for a period of 90 days from the deadline for submission of the Offer/(s) as indicated below.
- (d) Clarifications may be requested by email not later than 6 August 2024 so that responses can be issued not later than 9 August 2024. The request for requesting clarification is:

Millennium Challenge Account- Nepal (MCA-Nepal)

Attn: The Procurement Agent

Address : 2nd & 3rd Floor, East Wing, Lal Durbar Convention Centre, Yak & Yeti Complex,

Durbar Marg, Kathmandu, Nepal

E-mail : MCANepalPA@dt-global.com

#### **Submission and Opening**

- (e) You are required to submit an Offer for the goods as stipulated in the **Attachment 2** (PRICE SCHEDULE) of this RFO for **one lot** or multiple **lots**. Prices shall be quoted to deliver and install the goods at the delivery point. The price shall also include for all charges outside and inside the country (Nepal) including custom clearance, transportation, loading and unloading up to the delivery point and the Supplier is responsible for the delivery of goods to the delivery point.
- (f) The delivery point is:

Millennium Challenge Account Nepal (MCA-Nepal)
Office, 2nd & 3rd Floor, East Wing, Lal Durbar Convention Centre
Yak & Yeti Complex
Durbar Marg, Kathmandu, Nepal.

(g) Your **Form of Offer** with the priced **Price Schedule** should be submitted electronically by **14 August 2024** at **15:00 hours local time in Kathmandu, Nepal (GMT+5:45)** by the File request link (Dropbox link) provided below, with the name of uploaded file as follows: "[Your Company Name] – IT Equipment":

The File request link (Dropbox link) for submission of Offers is: <a href="https://www.dropbox.com/request/ytpapLPb1ZkpAbEh85Dh">https://www.dropbox.com/request/ytpapLPb1ZkpAbEh85Dh</a>

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.

Note that the provided **Dropbox link** will expire on the **deadline for submission (exact date and time)** as indicated above, consequently no late Offers will be received.

(h) A Pre-Offer Meeting (online) will be held at 2:00 PM (local time) on **2 August 2024** via Zoom webinar. Attendance is strongly recommended for all prospective suppliers or their representatives.

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

https://us02web.zoom.us/meeting/register/tZ0rcuurqjkpHtH0ftFkrVWvUt9fcccFDwn7

MCA-Nepal will record the Pre-Offer meeting, if possible and the meeting minutes may be provided with recordings.

#### **Evaluation and Comparison**

- (i) Offers determined to be substantially responsive to this **Request for Offers** will be reviewed by comparison of their offered prices excluding VAT for each lot. A substantially responsive Offer is one that conforms to all the terms, conditions, and technical specifications of this **Request for Offers** without material deviation, reservation, or omissions. The lowest priced Offer for each lot will be reviewed to check compliance with the requirements set in the Request for Offers, and if the Offer is substantially responsive, the contract will be awarded to the Supplier of that particular lot. If the lowest priced Offer is not substantially responsive, the MCA-Entity will review the second lowest Offer for that lot and so on. MCA-Nepal may, at its own discretion, to evaluate more than one Offer during evaluation.
- (j) In evaluating the Offers, the MCA- Nepal will adjust for any arithmetical errors as follows:

- (i) where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
- (ii) 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.

You will be notified of the corrections to the submitted Offer. If you refuse to accept the correction, your Offer will be rejected. No changes to your Offer will be allowed after submission.

(k) A price reasonableness analysis will be conducted. The Offer shall be rejected if the price is found to be unreasonable.

#### **Award of Contract**

- (l) The MCA- Nepal shall award the contract to the Supplier for 'one lot' or multiple lots whose Offer(s) has been determined to be substantially responsive to this **Request for Offer** and who has offered the lowest evaluated Offer for particular lot, provided that the Supplier is determined to be eligible and qualified to perform satisfactorily.
- (m) The Supplier whose Offer has been accepted will be notified by the MCA- Nepal through the return of a copy of the **Form of Offer** with its **Acceptance** signed by the authorized representative of the MCA- Nepal.
- (n) The successful Supplier shall sign the **Contract** governed by the **Contract Terms** and **Conditions**. Please note that submitting an Offer is an acceptance of the **Contract Terms** and **Conditions of the Contract** and that these will not be modified.
- 4. The United States of America, acting through the Millennium Challenge Corporation (MCC) and the Government have entered into the Compact. The Government of Nepal, acting through the Millennium Challenge Account-Nepal, (MCA-Nepal), intends to apply a portion of the MCC Funding to eligible payments under the Contract. The MCA-Nepal intends to apply funds for eligible payments under the Contract resulting from this Request for Offers.
- 5. <u>Under MCC's Anti-Fraud and Corruption Policy</u> (<u>Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations | Millennium Challenge Corporation</u>), MCC requires that all beneficiaries of MCC Funding, including the MCA- Nepal and any applicants, Bidders, Contractors, Subcontractors, Consultants, and Subconsultants under any MCC-funded contracts, observe the highest standards of ethics during the procurement and execution of such contracts.
- 6. <u>Conflict of Interest</u>: A supplier shall not have a conflict of interest. Suppliers are subject to the conflict-of-interest covered under provision 4.8 of the <u>Accountable Entity Procurement Policy & Guidelines</u> (mcc.gov). All suppliers found to have a conflict of interest shall be disqualified.
- 7. <u>Eligibility</u>: Suppliers shall also satisfy the eligibility requirements covered under provision 4.10 and 8.2 of the Accountable Entity Procurement Policy & Guidelines (mcc.gov).
- 8. Suppliers may challenge the results of a procurement according to the rules and provisions of the Bid Challenge System published on the <a href="https://mcanp.org/en/wp-content/uploads/sites/2/2024/06/MCA-Nepal-Bid-Challenge-System-ICS-and-Shopping-20-June-2024.pdf">https://mcanp.org/en/wp-content/uploads/sites/2/2024/06/MCA-Nepal-Bid-Challenge-System-ICS-and-Shopping-20-June-2024.pdf</a>.

9.	Please confirm by e-mail <u>MCANepalPA@dt-global.com</u> (cc to <u>manish.regmi@dt-global.com</u> ) the receipt of this request and whether or not you will submit the price Offer(s).
	Sincerely,
	For MCA-Nepal: Khadga Bahadur Bisht Executive Director

## **Attachment 1**

## **TECHNICAL SPECIFICATIONS**

Technical Specifications of IT Equipment and Accessories

#### For Lot #1

## 1. Laptop Computer (Type A) with Docking and Monitor – 40 sets

Туре	Business Enterprise Grade Laptop
Operating System	<ul> <li>Windows 11 Professional x64 bit English</li> </ul>
	Recovery Image
Processor Technology	■ Intel® Core <sup>TM</sup> Ultra 7 with vPro <sup>TM</sup> Technology
Processor	■ Intel® Core™ Ultra 7 165H vPro or equivalent
Graphics	■ Integrated Intel® Arc Graphics
Chipset/Security	■ TPM 2.0 Security Complied
Display	■ Display - 14" Diagonal. WUXGA (1920 x 1200), IPS, Anti-glare,
	non-Touch Screen or equivalent
	<ul> <li>Webcam - Resolution: 1080p FHD IR/RGB Hybrid with Shutter</li> </ul>
Memory	■ 1 x 32 GB DDR5 SODIMM, Expandable up to 64 GB
Internal Storage	■ 512 GB PCIe® 4x4 NVMe <sup>TM</sup> TLC SSD
Sound/Audio	<ul> <li>Dual stereo speakers, integrated multi array microphone</li> </ul>
	■ 1 x 1/8" / 3.5 mm Headphone/Mic Combo Universal Audio Jack
LAN/Wireless	■ Intel® Wi-Fi 6E AX211 2x2 AX and Bluetooth® 5.1/ IEEE
technology	802.11ax - Gigabit Support
teemology	002.11ux Oigaon Support
External I/O Ports	■ 2 x USB 3.1 Gen 1 Type-A ports
	■ 2 x Thunderbolt <sup>TM</sup> 4 with USB <sup>TM</sup> Type-C ports
	■ 1 x HDMI 2.0 port
	<ul> <li>1 x Headphone/microphone universal Combo Jack</li> </ul>
	■ 1 x Nano-SIM slot (optional)
	■ 1 x Noble/Wedge Lock Slot (Z) with <b>Peripheral Trap</b> – Slim
Keyboard/Touchpad	Dual Point Backlit spill-resistant Collaboration Premium Keyboard
•	with ambient light sensor
	Pointing Device: Touchpad with multi-touch gesture support
Power Supply/	■ ~ 65W USB Slim Power Adapter (AC)
Battery	Replaceable Lithium-Ion, 3-Cell long life, 51 Wh (or higher)
,	Fast/Express Charging Li-ion battery.
Carrying bag	<ul> <li>Good quality branded laptop carrying bag (back-pack)</li> </ul>
Warranty	■ Three-years warranty
Docking Station	■ Type – Universal Thunderbolt 4
5	Ports – at least 3 x USB-A, 1 x USB-C
	David C 4627

## 2. Laptop Computer (Type B) - without Docking and Monitor – 25 sets.

Type	Business Enterprise Grade Laptop
Operating System	<ul> <li>Windows 11 Professional x64 bit English</li> </ul>
	Recovery Image
Processor Technology	■ Intel® Core <sup>TM</sup> Ultra 7 with vPro <sup>TM</sup> Technology
Processor	■ Intel® Core™ Ultra 7 165H vPro or equivalent
Chipset/Security	■ TPM 2.0 Security Complied
Memory	■ 2 x 32 GB DDR5 SODIMM
Internal Storage	■ 1 TB PCIe® NVMe™ TLC SSD
Graphics Card	■ Integrated Intel® Arc Graphics
Display	<ul> <li>Display - 14" Diagonal. WUXGA (1920 x 1200), IPS, Anti-glare,</li> </ul>
	non-Touch Screen or equivalent higher
	■ Webcam - Resolution: 1080p FHD IR/RGB Hybrid with Shutter
Sound/Audio	Dual stereo speakers, integrated multi array microphone
	■ 1 x 1/8" / 3.5 mm Headphone/Mic Combo Universal Audio Jack
LAN/Wireless	■ Intel® Wi-Fi 6E AX211 2x2 AX and Bluetooth® 5.1/ IEEE
technology	802.11ax - Gigabit Support
External I/O Ports	■ 2 x USB 3.1 Gen 1 Type-A ports
	■ 2 x Thunderbolt <sup>TM</sup> 4 with USB <sup>TM</sup> Type-C ports
	■ 1 x HDMI 2.0 port
	<ul> <li>1 x Headphone/microphone universal Combo Jack</li> </ul>
	■ 1 x Nano-SIM slot (optional)
	■ 1 x Noble/Wedge Lock Slot (Z) with <b>Peripheral Trap</b> – Slim
Keyboard/Touchpad	<ul> <li>Dual Point Backlit spill-resistant Collaboration Premium Keyboard with ambient light sensor</li> </ul>

	<ul> <li>Pointing Device: Touchpad with multi-touch gesture support</li> </ul>
Power Supply/ Battery	■ ~ 65W Slim Power Adapter (AC)
	<ul> <li>Replaceable Lithium-Ion, 3-Cell long life, 51 Wh (or higher)</li> </ul>
	Fast/Express Charging Li-ion battery
External	<ul> <li>Business enterprise class premier multi-device wireless keyboard</li> </ul>
Keyboard/Mouse	and mouse (Bluetooth)
Carrying bag	<ul> <li>Good quality branded laptop carrying bag (back-pack)</li> </ul>
Warranty	<ul> <li>Three-years warranty</li> </ul>

## For Lot #2

## 3. Multifunctional Printer (MFP) -1 set

Machine Type	<ul> <li>Business Enterprise Grade Multifunctional Machine</li> <li>(All-In-One)</li> </ul>
Printing Output	<ul><li>Monochrome (Standard - A4, A3, Letter)</li></ul>
Standard Functions	Print, Copy, Scan, Email
Printing Speed	<ul> <li>Up to 70 ppm (Standard Letter, A4) or equivalent higher speed printing</li> <li>Monthly duty cycle – up to 300,000 pages or equivalent higher</li> </ul>
	volume printing capacity
	First copy out =<5 second or faster
Copy and Print	Standard automatic Duplex Printing
Resolution	Manual One-sided printing
	Copy resolution up to 600 x 600 dpi,
	Print resolution up to 1200 x 1200 dpi enhanced.
	■ Copying reduce/enlarge: 25% ~ 400%.
	■ Economic /Grayscale Printing (default)
Printer Processor	<ul> <li>Intel ATOM Quad Core/Dual-Core/ARM or any Dual Custom</li> </ul>
	Processor or equivalent higher
Printer Memory	<ul> <li>4GB total or equivalent or higher</li> </ul>
Internal Storage	■ 128 GB SSD or higher (512 GB Preferred) or equivalent higher
(HDD/SSD)	advanced technology storage.
Control Panel	■ 10.1" TFT/LCD/LED Color Display Touch Screen
Connectivity and other	• Standard RJ-45 Ethernet (10/100/1000 Base-T)
printing options	<ul> <li>High speed USB 2.0/3.0 direct printer connection</li> </ul>
	Additional latest wireless feature such as
	WiFi (IEEE 802.11 b/g/n) or WiFi Direct or AirPrint and Bluetooth
	and cloud printing preferred.
	Print from USB disk (USB 2.0 or higher) feature.
	<ul> <li>Print from Cloud repositories preferred (Dropbox, OneDrive, and Google Drive) or equivalent.</li> </ul>
Scanning Options /	Scan to USB directly connected to Printer.
File Format Support	<ul> <li>Scan to Email via SMTP support.</li> </ul>
remain a sprott	<ul> <li>Scan to Network/FTP/SFTP/SMB features.</li> </ul>
	<ul> <li>Scan to Cloud (desirable)</li> </ul>
	<ul> <li>Standard format - PDF, PDF/A, JPEG, TIFF and wider range of file</li> </ul>

	format support and OCR.
	Other security features
OS Support	<ul><li>Windows® Server2012/Server2012 R2/</li></ul>
	Server2016/Server2019/Server 2022, Windows 10/11 and Mac OS
	X (10.11) or higher versions
	<ul> <li>Both PCL and advanced PostScript (PS). PDF and XPS printing</li> </ul>
	support
Paper Handling (ADF,	■ Robust feeder design (multiple size support – ~A4
Trays and Paper	<ul> <li>DADF/DSDF with standard Single-Pass Duplex Automatic</li> </ul>
Output Options)	Document Feeder for scan and copy.
	■ Paper Tray/Cassette/Drawer - Total FOUR Trays (Letter, A4 ~ A3)
	including - bypass and high capacity Tandem/Deck or equivalent
	options enough for high volume printing.
	<ul> <li>Paper/Size/Thickness: Standard Letter, A4, A3 - up to 200/300</li> </ul>
	GSM/140LB or equivalent paper weight support
	<ul> <li>Paper output Accessories - Office Finisher Unit (OFU) with up to 50</li> </ul>
	Sheets (20 lb/80 gsm) single-position stapling or equivalent feature.
Power Supply	Standard 220 v, 50 Hz Nepal
Accessories	<ul> <li>Power Cables, USB Cables and ADF, Cover etc.</li> </ul>
Warranty	<ul> <li>3 Years, Spares and Onsite Support</li> </ul>

## For Lot #3

## $4. \ \ Video\ Teleconferencing\ (VTC)\ System\ for\ mobile\ Use\ \hbox{-}1\ set$

Auto Tracking Conference Camera		
Type	<ul> <li>Professional Auto Tracking PTZ Camera</li> </ul>	
Picture Elements	■ Single/Double Lens ~8MP or equivalent higher	
	<ul> <li>Sample - <a href="https://presentation.aver.com/model/ptc500s">https://presentation.aver.com/model/ptc500s</a></li> </ul>	
Output Resolution	■ 4K Ultra HD	
Zoom	■ 20~30X Optical Zoom or equivalent	
FOV/PTZ	■ Up to 120 <sup>0</sup> or wider vertical/horizontal coverage	
Connectivity	■ 3G-SDI/ HDMI / IP / USB/ RS-232/ RS-422 etc. Audio IN/OUT	
	options	
Video Formats	<ul> <li>MPEG/AVI/MOV/WMV compatible with Windows</li> </ul>	
Auto Tracking /AI	<ul> <li>Human Detection/Motion Tracking Feature</li> </ul>	
Functions		
OS Support	■ Plug and Play – Windows/Mac OS	
Power Supply	■ AC, Standard 220~240C, 50/60Hz	
Accessories	<ul> <li>Power adapter/cord/cable, remote control, Extension cable/wire up</li> </ul>	
	to 20M, mounting kit etc. to make the system functional.	
Warranty	<ul> <li>At least ONE year</li> </ul>	
Audio Speakerphone		
Туре	Full duplex microphone array speakerphone	
Audio acoustic features	<ul> <li>Advanced echo cancellation / noise suppression features for</li> </ul>	
	powerful wideband voice processing	

Voice/Audio Control  Connectivity	<ul> <li>Speaker volume adjustable via Remote control/Touch         Control/button control for volume up/down, mute, call and hang-up         functions</li> <li>Bluetooth/LAN/audio IN/OUT, USB 3.0/USB-C/HDMI/ RS-232/</li> </ul>
	RS-422 with options for MIC POD expansion and external audio system
<b>Power Supply</b>	• AC, Standard 220~240C, 50/60Hz
Accessories	<ul> <li>Power adapter/cord/cable/HuB, remote control and extension cable up to 20M to make the system functional.</li> <li>Mounting Kits (if applicable)</li> </ul>
OS Support	<ul> <li>Plug and Play with Standard Windows and Mac OS</li> </ul>
Expected Apps to be Compatible With	<ul> <li>Skype/Skype for Business</li> <li>Microsoft Teams</li> <li>Zoom</li> <li>Cisco WebEx, Jabber,</li> </ul>
Warranty	At least ONE Year
Carrying Bag	<ul> <li>Appropriate carrying bag to accommodate Conference Camera,</li> <li>Speakerphone and Accessories</li> </ul>

## For Lot #4

## 5. 3 kVA Smart UPS -1 set

Type/Capacity	<ul> <li>3000 VA Smart UPS System</li> </ul>
	■ Tower Cashing
Power Input	<ul> <li>220 V, 50/60 Hz +/-3 Hz Auto Sensing</li> </ul>
Voltage/Current	■ IEC320- C19 Input Connection
	■ Input Voltage range – 160 ~ 285 V adjustable.
	<ul> <li>At least 95.0 % efficiency at full load</li> </ul>
Power Output	■ 3.0 kVA, 2.7kWatts
Voltage/Current	■ Nominal Output voltage – 220 ~230 configurable
	<ul> <li>At least 95% Efficiency at full load</li> </ul>
	• (1) IEC C19 outlet connection
	• (4+) IEC C13 outlet connections
Batteries	<ul> <li>2x Maintenance-free sealed Lead-Acid battery (Leak-proof)</li> </ul>
	<ul> <li>Expected re-charge time 3 Hrs.</li> </ul>
	<ul> <li>Expected Battery Life (years): 3-5 years.</li> </ul>
Backup/runtime	<ul> <li>At least 8 ~ 12 minutes of runtime at half load</li> </ul>
Output Frequency	<ul> <li>Sinewave, 50 Hz (47 - 53 Hz), +/-5% distortion</li> </ul>
Communication	<ul> <li>Smart-Connect, USB &amp; Serial support.</li> </ul>
	<ul> <li>LED/LCD/Light status display for On-Line, On-Battery, Battery</li> </ul>
	Replace and Overload Indicator
Audible Alarm	<ul> <li>Alarm when UPS is on battery, distinctive low battery and</li> </ul>
	configurable delays or defects.
Accessories	<ul><li>Power Cables, C13, C19 type,</li></ul>
	<ul> <li>Serial/USB cable, Serial-RJ-45 etc.</li> </ul>

	<ul> <li>User manual</li> </ul>
Warranty	<ul> <li>At least ONE year</li> </ul>

## 6. 20 kVA UPS for Data Center (Redundant) -1 set

<b>External Features</b>	
Chassis Type	Tower with trolley wheelbase
UPS Type/Capacity	■ 20 kVA Smart, Double Conversion Online
Architecture	<ul> <li>Modular design for quick service and less maintenance via self- diagnosis and replaceable spare parts.</li> </ul>
User Interface	<ul> <li>Control Panel/LCD display - Alpha-numeric displays for system parameters and alarms.</li> </ul>
Signal and Alert	<ul> <li>Audible alarms notify changes in utility and UPS power conditions, programmable with auto reset and various frequencies.</li> </ul>
Installation	Easy installation, customizable to connect with external battery bank, with adequate option for charging system and scalability.
Diagnostics	<ul> <li>Self-test features to ensures early detection of electricity fault or battery issue.</li> </ul>
<b>Input Power Ratings (N</b>	
Input Frequency	■ 45 ~ 65 Hz (auto sensing)
3- Phase Input Voltage range	■ 304 ~ 477V, Others 380V ~ 415V
Input Power Factor at Full Load	• 0.99
Input Connections	■ Hard Wire 5-wire (3PH + N + G)
Output Power ratings (	Pure Sine Wave)
Max Configurable Power	■ 20.0 kW / 20.0kVA
Nominal Output Voltage	<ul> <li>220 V Single Phase/3 Phase (Configurable for 380: 400 or 415 V 3- Phase nominal output voltage)</li> </ul>
Output Voltage Distortion	• Less than 3% at full load
Efficiency at Full Load	• 95.0 % or higher
Output Frequency (sync to mains)	• 50 Hz Sync to mains, 60 Hz Sync to mains
Output connection	<ul> <li>Customizable for 3Phase to 3Phase or 3Phase to Single phase, Hard Wire 5-wire (3PH + N + G), IEC 320 standard installations.</li> </ul>
Bypass	Built-in maintenance bypass
Warranty	■ 3 Years
Installation/Operation	1
Installation	■ This UPS will serve as a redundant use for the existing 20 kVA APC Smart-UPS - SUVT 20KHS model. Vendor must conduct a test installation, synchronizing the offered UPS to the existing wiring infrastructure that connects with 32 x 150 Ah, 12V battery

	bank setup.
Monitoring	<ul> <li>Pre-Installed Network Management, Interface Ports(s), RJ-45</li> <li>10/100 Base-T Smart slot with audible and visible alarm.</li> <li>EMP/Temperature Sensor, Web/SNMP Management Card for remote access/management.</li> </ul>
Documentation / Manual	<ul> <li>CD with software/firmware, User Manual for graceful power programming.</li> </ul>

#### **Attachment 2**

#### PRICE SCHEDULE

	MCA – Nepal's requirement					
Ite m#	Description	Unit	Quantity	Unit Price (US\$	Amount (US\$)	Comments
	OT #1					
1.	Supply and Delivery of Laptop Computer (Type A) with Docking and Monitor	Set	40			
2.	Supply and Delivery of Laptop Computer (Type B) without Docking and Monitor	Set	25			
	Sub Total of Lot #1	I		1		
	VAT @13% (if applicable, as per Contract Terms and Condition	ions, Clau	ise 12)			
	TOTAL (Lot #1)					
<b>B.</b> L	ot #2			_		
3.	Supply and Delivery of Multifunctional Printer (MFP)	Set	1			
	Sub Total of Lot #2					
	VAT @13% (if applicable, as per Contract Terms and Condition	ions, Clau	ise 12)			
	TOTAL (Lot #2)					
C. L		T	1	1		
4.	Supply and Delivery of Video Teleconferencing (VTC) System for mobile Use	Set	1			
	Sub Total of Lot #3					
	VAT @13% (if applicable, as per Contract Terms and Condition	ions, Clau	ise 12)			
	TOTAL (Lot #3)					
D. L				1	_	
5.	Supply and Delivery of 3 kVA Smart UPS	Set	1			
6.	Supply and Delivery of 20 kVA UPS for Data Center (Redundant)	Set	1			
	Sub Total of Lot #4					
	VAT @13% (if applicable, as per Contract Terms and Condition	ions, Clau	ıse 12)			
	TOTAL (Lot #4)					
	Grand Total (Total of either Lot # 1 or Lot 2 or Lot 3 or Lo	t 4 or con	nbination of l	ots)		

#### Note:

- 1. The delivery shall be within **150 calendar days** from signing the contract.
- 2. For Lot 1, the delivery shall be on the task order basis as and when required by MCA- Nepal. MCA- Nepal will issue the Task Order for supplying the goods under Lot 1. MCA-Nepal will issue all the task orders containing all items under Lot 1 within 90 days of signing the Contract.
- 3. The above-mentioned price includes all the costs needed to supply the goods as per the requirement of Technical Specifications and other requirements attached with this RFO.
- 4. The Offer is valid for 90 days from the deadline for submission mentioned in this RFO.
- 5. Attached is documentary proof of the Legal Constitution and proof of authorization of the signatory to act on behalf of the Supplier.

Name of Supplier	:	
Authorized Signature	:	
Name of Signatory	:	
Title of Signatory	:	
Address	:	
Telephone Number	:	
Email address	:	

Kathmandu, Nepal.

6. The place of delivery is MCA-Nepal office. The price includes all other costs to be incurred outside and inside Nepal such as insurance, clearance, loading, unloading, transportation, any charges to be paid to deliver the Goods at Millennium Challenge Account Nepal (MCA-Nepal) located at 2<sup>nd</sup> and 3<sup>rd</sup> Floor, East Wing, Lal Durbar Convention Centre, Yak and Yeti Complex, Durbarmarg,

## **Attachment 3**

## **Submission Form of Supplier's Proposed Technical Specifications**

Supply and Delivery of IT Equipment and Accessories, MCA-N/PM/SH/078 (Supplier shall propose better or equivalent Technical Specifications than described in Attachment 1 and 3)

Lot #1  1. Laptop Comp	MCA-Nepal's Required Specification  Outer (Type A) with Docking and Monitor – 40 sets	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).
Туре	<ul> <li>Business Enterprise Grade Laptop</li> </ul>	
Operating System	<ul> <li>Windows 11 Professional x64 bit English</li> <li>Recovery Image</li> </ul>	
Processor Technology	■ Intel® Core™ Ultra 7 with vPro™ Technology	
Processor	■ Intel® Core™ Ultra 7 165H vPro or equivalent	
Graphics	■ Integrated Intel® Arc Graphics	
Chipset/Security	■ TPM 2.0 Security Complied	
Display	<ul> <li>Display - 14" Diagonal. WUXGA (1920 x 1200), IPS, Anti-glare, non-Touch Screen or equivalent</li> <li>Webcam - Resolution: 1080p FHD IR/RGB Hybrid with Shutter</li> </ul>	
Memory	■ 1 x 32 GB DDR5 SODIMM, Expandable up to 64 GB	
Internal Storage	■ 512 GB PCIe® 4x4 NVMe <sup>TM</sup> TLC SSD	
Sound/Audio	<ul> <li>Dual stereo speakers, integrated multi array microphone</li> <li>1 x 1/8" / 3.5 mm Headphone/Mic Combo Universal Audio Jack</li> </ul>	
LAN/Wireless	■ Intel® Wi-Fi 6E AX211 2x2 AX and Bluetooth® 5.1/	
technology	IEEE 802.11ax - Gigabit Support ■	
External I/O	• 2 x USB 3.1 Gen 1 Type-A ports	
Ports	■ 2 x Thunderbolt <sup>TM</sup> 4 with USB <sup>TM</sup> Type-C ports	
	<ul> <li>1 x HDMI 2.0 port</li> <li>1 x Headphone/microphone universal Combo Jack</li> <li>1 x Nano-SIM slot (optional)</li> </ul>	

	<ul> <li>1 x Noble/Wedge Lock Slot (Z) with Peripheral Trap – Slim</li> </ul>	
Keyboard/Touch pad	<ul> <li>Dual Point Backlit spill-resistant Collaboration Premium Keyboard with ambient light sensor</li> <li>Pointing Device: Touchpad with multi-touch gesture support</li> </ul>	
Power Supply/ Battery	<ul> <li>~ 65W USB Slim Power Adapter (AC)</li> <li>Replaceable Lithium-Ion, 3-Cell long life, 51 Wh (or higher) Fast/Express Charging Li-ion battery.</li> </ul>	
Carrying bag	<ul> <li>Good quality branded laptop carrying bag (back-pack)</li> </ul>	
Warranty	Three-years warranty	
Docking Station	<ul> <li>Type – Universal Thunderbolt 4</li> <li>Ports – at least 3 x USB-A, 1 x USB-C</li> <li>Ethernet – 1 xRJ45 Gigabit or higher speed</li> <li>2 x DisplayPort, HDMI 2.0</li> <li>4 x Simultaneously display support.</li> <li>Connectivity – Integrated / detachable cable</li> <li>Audio port – 1 x 3.5mm audio combo jack (optional)</li> <li>Power on indicator – LED</li> <li>Windows 10/11, macOS support</li> <li>Power supply – standard 220v, 50Hz</li> </ul>	
Desktop Monitor	<ul> <li>Size/type – 23 ~24 inches IPS</li> <li>Display resolution – WUXGA (1920 x 1200)</li> <li>Aspect Ration – 16:10</li> <li>DisplayPort – 2x HDMI / VGA</li> <li>USB Ports – 2 x USB 3.0</li> <li>Stand – adjustable height and angle (VESA)</li> <li>Power Supply – Standard 220V, 50Hz</li> </ul>	
External		
Keyboard/Mouse	Business enterprise grade premier multi-device wireless    Second and approximately (LISD/Dlanta et a)	
2. Lanton Comr	keyboard and mouse combo (USB/Bluetooth) outer (Type B) - without Docking and Monitor – 25 sets.	
Type	Business Enterprise Grade Laptop	
Operating System	■ Windows 11 Professional x64 bit English	
D	Recovery Image	
Processor Technology	■ Intel® Core™ Ultra 7 with vPro™ Technology	
Processor	■ Intel® Core™ Ultra 7 165H vPro or equivalent	
Chipset/Security	■ TPM 2.0 Security Complied	
Memory	■ 2 x 32 GB DDR5 SODIMM	
Internal Storage	■ 1 TB PCIe® NVMe™ TLC SSD	
Graphics Card	■ Integrated Intel® Arc Graphics	

Display	<ul> <li>Display - 14" Diagonal. WUXGA (1920 x 1200), IPS, Anti-glare, non-Touch Screen or equivalent higher</li> <li>Webcam - Resolution: 1080p FHD IR/RGB Hybrid with Shutter</li> </ul>	
Sound/Audio	<ul> <li>Dual stereo speakers, integrated multi array microphone</li> <li>1 x 1/8" / 3.5 mm Headphone/Mic Combo Universal Audio Jack</li> </ul>	
LAN/Wireless technology	■ Intel® Wi-Fi 6E AX211 2x2 AX and Bluetooth® 5.1/ IEEE 802.11ax - Gigabit Support	
External I/O Ports	<ul> <li>2 x USB 3.1 Gen 1 Type-A ports</li> <li>2 x Thunderbolt<sup>TM</sup> 4 with USB<sup>TM</sup> Type-C ports</li> <li>1 x HDMI 2.0 port</li> <li>1 x Headphone/microphone universal Combo Jack</li> <li>1 x Nano-SIM slot (optional)</li> <li>1 x Noble/Wedge Lock Slot (Z) with Peripheral Trap – Slim</li> </ul>	
Keyboard/Touch pad	<ul> <li>Dual Point Backlit spill-resistant Collaboration Premium Keyboard with ambient light sensor</li> <li>Pointing Device: Touchpad with multi-touch gesture support</li> </ul>	
Power Supply/ Battery	<ul> <li>~ 65W Slim Power Adapter (AC)</li> <li>Replaceable Lithium-Ion, 3-Cell long life, 51 Wh (or higher) Fast/Express Charging Li-ion battery</li> </ul>	
External Keyboard/Mouse	<ul> <li>Business enterprise class premier multi-device wireless keyboard and mouse (Bluetooth)</li> </ul>	
Carrying bag	Good quality branded laptop carrying bag (back-pack)	
Warranty	Three-years warranty	

Lot #2				
3. Multifunctio	nal Printer (MFP) – 1 set			
Machine Type	<ul> <li>Business Enterprise Grade Multifunctional Machine</li> <li>(All-In-One)</li> </ul>			
Printing Output	<ul> <li>Monochrome (Standard - A4, A3, Letter)</li> </ul>			
Standard Functions	Print, Copy, Scan, Email			
Printing Speed	<ul> <li>Up to 70 ppm (Standard Letter, A4) or equivalent higher speed printing</li> <li>Monthly duty cycle – up to 300,000 pages or equivalent higher volume printing capacity</li> <li>First copy out =&lt;5 second or faster</li> </ul>			

Copy and Print	Standard automatic Duplex Printing	
Resolution	1	
Resolution	Manual One-sided printing     Grown acceleration was to 600 m 600 day.	
	Copy resolution up to 600 x 600 dpi,	
	Print resolution up to 1200 x 1200 dpi enhanced.	
	• Copying reduce/enlarge: 25% ~ 400%.	
	Economic /Grayscale Printing (default)	
Printer Processor	Intel ATOM Quad Core/Dual-Core/ARM or any Dual	
	Custom Processor or equivalent higher	
Printer Memory	<ul> <li>4GB total or equivalent or higher</li> </ul>	
Internal Storage	• 128 GB SSD or higher (512 GB Preferred) or equivalent	
(HDD/SSD)	higher advanced technology storage.	
Control Panel	■ 10.1" TFT/LCD/LED Color Display Touch Screen	
Connectivity and	<ul> <li>Standard RJ-45 Ethernet (10/100/1000 Base-T)</li> </ul>	
other printing	<ul> <li>High speed USB 2.0/3.0 direct printer connection</li> </ul>	
options	Additional latest wireless feature such as	
1	WiFi (IEEE 802.11 b/g/n) or WiFi Direct or AirPrint	
	and Bluetooth and cloud printing preferred.	
	Print from USB disk (USB 2.0 or higher) feature.	
	<ul> <li>Print from Cloud repositories preferred (Dropbox,</li> </ul>	
	OneDrive, and Google Drive) or equivalent.	
Scanning Options	Scan to USB directly connected to Printer.	
/	Scan to Email via SMTP support.	
File Format	<ul> <li>Scan to Email via Styll support.</li> <li>Scan to Network/FTP/SFTP/SMB features.</li> </ul>	
Support	Scan to Cloud (desirable)	
Support	<ul> <li>Standard format - PDF, PDF/A, JPEG, TIFF and wider</li> </ul>	
	range of file format support and OCR.	
	<ul> <li>Other security features</li> </ul>	
OC Carren and	777 4 0 0 0 0010/0 0010 701	
OS Support		
	Server2016/Server2019/Server 2022, Windows 10/11	
	and Mac OS X (10.11) or higher versions	
	Both PCL and advanced PostScript (PS). PDF and XPS	
	printing support	
Paper Handling	■ Robust feeder design (multiple size support – ~A4	
(ADF, Trays and	<ul> <li>DADF/DSDF with standard Single-Pass Duplex</li> </ul>	
Paper Output	Automatic Document Feeder for scan and copy.	
Options)	<ul> <li>Paper Tray/Cassette/Drawer - Total FOUR Trays</li> </ul>	
	(Letter, A4 ~ A3) including - bypass and high capacity	
	Tandem/Deck or equivalent options enough for high	
	volume printing.	
	<ul> <li>Paper/Size/Thickness: Standard Letter, A4, A3 - up to</li> </ul>	
	200/300 GSM/140LB or equivalent paper weight	
	support	
	<ul> <li>Paper output Accessories - Office Finisher Unit (OFU)</li> </ul>	
	with up to 50 Sheets (20 lb/80 gsm) single-position	
	stapling or equivalent feature.	
Power Supply	Standard 220 v, 50 Hz Nepal	
Accessories	Power Cables, USB Cables and ADF, Cover etc.	
Warranty	3 Years, Spares and Onsite Support	
arranty	5 Tears, Spares and Onsite Support	

Lot #3		
	econferencing (VTC) System for mobile Use -1 set	
Auto Tracking	g Conference Camera	
Type	<ul> <li>Professional Auto Tracking PTZ Camera</li> </ul>	
Picture	<ul> <li>Single/Double Lens ~8MP or equivalent higher</li> </ul>	
Elements	■ Sample - <a href="https://presentation.aver.com/model/ptc500s">https://presentation.aver.com/model/ptc500s</a>	
Output	<ul> <li>4K Ultra HD</li> </ul>	
Resolution	20 2011 0 11 17	
Zoom	■ 20~30X Optical Zoom or equivalent	
FOV/PTZ	■ Up to 120 <sup>0</sup> or wider vertical/horizontal coverage	
Connectivity	<ul> <li>3G-SDI/ HDMI / IP / USB/ RS-232/ RS-422 etc. Audio IN/OUT options</li> </ul>	
Video	<ul> <li>MPEG/AVI/MOV/WMV compatible with Windows</li> </ul>	
Formats		
Auto	<ul> <li>Human Detection/Motion Tracking Feature</li> </ul>	
Tracking /AI		
Functions		
OS Support	<ul> <li>Plug and Play – Windows/Mac OS</li> </ul>	
Power	<ul> <li>AC, Standard 220~240C, 50/60Hz</li> </ul>	
Supply		
Accessories	<ul> <li>Power adapter/cord/cable, remote control, Extension</li> </ul>	
	cable/wire up to 20M, mounting kit etc. to make the system	
Wannanta	functional.  • At least ONE year	
Warranty	ý .	
Audio Speaker		
Type	Full duplex microphone array speakerphone	
Audio acoustic	<ul> <li>Advanced echo cancellation / noise suppression features for powerful wideband voice processing</li> </ul>	
features	powerful wideband voice processing	
Voice/Audio	Speaker volume adjustable via Remote control/Touch	
Control	Control/button control for volume up/down, mute, call and	
001101	hang-up functions	
Connectivity	Bluetooth/LAN/audio IN/OUT, USB 3.0/USB-C/HDMI/	
	RS-232/ RS-422 with options for MIC POD expansion and	
	external audio system	
Power	<ul> <li>AC, Standard 220~240C, 50/60Hz</li> </ul>	
Supply		
Accessories	<ul> <li>Power adapter/cord/cable/HuB, remote control and extension</li> </ul>	
	cable up to 20M to make the system functional.	
	<ul><li>Mounting Kits (if applicable)</li></ul>	
OS Support	<ul> <li>Plug and Play with Standard Windows and Mac OS</li> </ul>	
Expected	<ul> <li>Skype/Skype for Business</li> </ul>	
Apps to be	<ul> <li>Microsoft Teams</li> </ul>	
Compatible	<ul><li>Zoom</li></ul>	
With	<ul><li>Cisco WebEx, Jabber,</li></ul>	

Warranty	At least ONE Year	
Carrying Bag	Appropriate carrying bag to accommodate Conference     Camera, Speakerphone and Accessories	

Lot #4					
5. 3 kVA Smart	5. 3 kVA Smart UPS -1 set				
Type/Capacit	<ul> <li>3000 VA Smart UPS System</li> </ul>				
y	<ul><li>Tower Cashing</li></ul>				
Power Input	<ul> <li>220 V, 50/60 Hz +/-3 Hz Auto Sensing</li> </ul>				
Voltage/Curr	■ IEC320- C19 Input Connection				
ent	■ Input Voltage range – 160 ~ 285 V adjustable.				
	<ul> <li>At least 95.0 % efficiency at full load</li> </ul>				
Power	■ 3.0 kVA, 2.7kWatts				
Output	■ Nominal Output voltage – 220 ~230 configurable				
Voltage/Curr	<ul> <li>At least 95% Efficiency at full load</li> </ul>				
ent	• (1) IEC C19 outlet connection				
	<ul> <li>(4+) IEC C13 outlet connections</li> </ul>				
Batteries	<ul> <li>2x Maintenance-free sealed Lead-Acid battery (Leak-</li> </ul>				
	proof)				
	<ul> <li>Expected re-charge time 3 Hrs.</li> </ul>				
	<ul> <li>Expected Battery Life (years): 3- 5 years.</li> </ul>				
Backup/runti	<ul> <li>At least 8 ~ 12 minutes of runtime at half load</li> </ul>				
me					
Output	<ul> <li>Sinewave, 50 Hz (47 - 53 Hz), +/-5% distortion</li> </ul>				
Frequency					
Communicati	<ul> <li>Smart-Connect, USB &amp; Serial support.</li> </ul>				
on	<ul> <li>LED/LCD/Light status display for On-Line, On-Battery,</li> </ul>				
	Battery Replace and Overload Indicator				
Audible	<ul> <li>Alarm when UPS is on battery, distinctive low battery and</li> </ul>				
Alarm	configurable delays or defects.				
Accessories	<ul><li>Power Cables, C13, C19 type,</li></ul>				
	<ul> <li>Serial/USB cable, Serial-RJ-45 etc.</li> </ul>				
	<ul><li>User manual</li></ul>				
Warranty	<ul> <li>At least ONE year</li> </ul>				
6. 20 kVA UPS	for Data Center (Backup) -1 set				
External Featur	res				
Chassis Type	Tower with trolley wheelbase				
UPS	<ul> <li>20 kVA Smart, Double Conversion Online</li> </ul>				
Type/Capacity					
Architecture	<ul> <li>Modular design for quick service and less maintenance via</li> </ul>				
	self-diagnosis and replaceable spare parts.				
User Interface	Control Panel/LCD display - Alpha-numeric displays for				
	system parameters and alarms.				

Signal and Alert	<ul> <li>Audible alarms notify changes in utility and UPS power conditions, programmable with auto reset and various frequencies.</li> </ul>	
Installation	<ul> <li>Easy installation, customizable to connect with external battery bank, with adequate option for charging system and scalability.</li> </ul>	
Diagnostics	<ul> <li>Self-test features to ensures early detection of electricity fault or battery issue.</li> </ul>	
Input Power Ra	atings (Municipal Feed)	
Input Frequency	■ 45 ~ 65 Hz (auto sensing)	
3- Phase Input Voltage range	■ 304 ~ 477V, Others 380V ~ 415V	
Input Power Factor at Full Load	■ 0.99	
Input Connections	■ Hard Wire 5-wire (3PH + N + G)	
Output Power r	ratings (Pure Sine Wave)	
Max Configurable Power	■ 20.0 kW / 20.0kVA	
Nominal Output Voltage	<ul> <li>220 V Single Phase/3 Phase (Configurable for 380: 400 or 415 V 3-Phase nominal output voltage)</li> </ul>	
Output Voltage Distortion	Less than 3% at full load	
Efficiency at Full Load	• 95.0 % or higher	
Output Frequency (sync to mains)	• 50 Hz Sync to mains, 60 Hz Sync to mains	
Output connection	<ul> <li>Customizable for 3Phase to 3Phase or 3Phase to Single phase, Hard Wire 5-wire (3PH + N + G), IEC 320 standard installations.</li> </ul>	
Bypass	Built-in maintenance bypass	
Warranty	■ 3 Years	
Installation/Op		
Installation	■ This UPS will serve as a redundant use for the existing 20 kVA APC Smart-UPS - SUVT 20KHS model. Vendor must conduct a test installation, synchronizing the offered UPS to the existing wiring infrastructure that connects with 32 x 150 Ah, 12V battery bank setup.	
Monitoring	<ul> <li>Pre-Installed Network Management, Interface Ports(s), RJ-45 10/100 Base-T Smart slot with audible and visible alarm. EMP/Temperature Sensor, Web/SNMP</li> </ul>	

	Management Card for remote access/management.	
Documentation	<ul> <li>CD with software/firmware, User Manual for graceful</li> </ul>	
/ Manual	power programming.	

## FORM OF OFFER (to be filled by the Supplier)

	(Date)
	age Account Nepal (MCA- Nepal) ast Wing, Lal Durbar Convention Centre, Yak & Yeti Complex, Durbar Marg,
N/PM/SH/078 in accordance on the Accordance of Lot 1 excluding VAT and Lot	cute the Supply and Delivery of IT Equipment and Accessories, Ref No: MCArdance with the Contract Terms and Conditions and the Price Schedule r for the:  1: excluding VAT, Lot 2: excluding VAT, Lot 3:
We propose to coindicated in the <b>Price So</b>	complete the delivery of Goods described in the Contract within the Delivery Time chedule.
	your written acceptance will constitute a binding Contract between us. We not bound to accept the lowest or any Offer you receive.
•	firm that this Offer complies with the Validity of the Offer and Warranty conditions to for Offers document and the Contract Terms and Conditions, respectively.
contract that is subject of	ot been associated with the party that prepared the design and specifications of the f this request for Offer; (b) are eligible to contract with MCA- Nepal; and (c) to the re not prohibited from being contracted in compliance with a decision of the United il.
Name of Supplier	:
Authorized Signature	:
Name of Signatory	:
Title of Signatory	:
Address	:
Telephone Number	:
Email address	:

### **ACCEPTANCE**

The MCA- Nepal accepts the Supplier's Offer to supply and deliver the Goods under [insert the number and title of lot]. Attached is the Contract with accepted Contract price for Supplier's signature to be submitted to the MCA- Nepal within 3 days from receipt.

Name of Purchaser	: Millennium Challenge Account Nepal (	MCA- Nepal)
Authorized Signature	:	_
Name of Signatory	:	_
Title of Signatory	:	_
Date	:	_
		-



For and on behalf of

Khadga Bahadur Bisht Executive Director

Name of Authorized Representative





#### **CONTRACT**

Contract Title: Supply and Delivery of IT Equipment and Accessories

Contract Reference Number: MCA-N/PM/SH/078

This Contract is entered into on \_\_[date]\_\_ day of \_[month]\_,\_ [year], between Millennium Challenge Account Nepal (MCA- Nepal) on the one part, and \_\_\_\_[name of Supplier]\_\_\_\_\_ (hereinafter called "the Supplier") on the other part. Whereas the MCA- Nepal has requested for Offer for Supply and Delivery of IT Equipment and Accessories to be supplied by Supplier in accordance with the Contract and has accepted the Offer by the Supplier in the amount of \_\_\_[amount in words]\_\_\_ [amount in figures] excluding VAT for [insert the number and title of Lot hereinafter called "the Contract Price". The MCA- Nepal and the Supplier agree as follows: 1. The following documents shall be deemed to form and be read and construed as part of this Contract: a) Form of Offer, and its Acceptance b) Contract Terms and Conditions c) Price Schedule; and d) Technical Specifications 2. Taking into account payments to be made by the MCA- Nepal to the Supplier as provided herein, the Supplier hereby enters into this Contract with the MCA- Nepal to execute and complete the supply of goods under the Contract and remedy any defects therein in conformity with the provisions of this Contract and its Terms and Conditions. 3. The MCA- Nepal agrees to pay the Supplier, in consideration of the supply and delivery of the Goods and the remedying of defects therein, the Contract Price as indicated and accepted in the Form of Offer, under payment terms stipulated in the Contract Terms and Conditions. IN WITNESS whereof the parties hereto have executed the Contract under the laws of Nepal on the date indicated above. Signature and seal of the MCA- Nepal Signature and seal of the Supplier:

For and on behalf of

Name of Authorized Representative

#### CONTRACT TERMS AND CONDITIONS

#### 1. Definitions

The words and expressions defined shall have the following meanings assigned to them.

- (a) "Acceptance" means the acceptance by the Purchaser of the Goods and Related Services (or any portion of the Goods where the Contract provides for acceptance of the Goods in parts).
- (b) "Contract" means the agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
- (c) "Contract Documents" means the documents listed in the Contract, including any amendments thereto.
- (d) "Contract Price" means the price payable to the Supplier as specified in the Contract, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (e) "Completion" means the fulfilment of the delivery and any related service by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (g) "Form of Offer" means the form which was completed by the Supplier and includes the signed Offer to the Purchaser of the Goods.
- (h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (i) "Purchaser" means the entity purchasing the Goods and Related Services.
- (j) "Related Services" means the services incidental to the supply of the Goods such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.
- (k) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract and includes the legal successors or permitted assigns of the Supplier.
- (l) "MCC" is the Millennium Challenge Corporation.
- (m) "Compact" means the Millennium Challenge Compact, dated 14 September 2017 by and between the United States of America and Nepal.
- (n) "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.

#### 3. Language

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

#### 4. Assignment

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

#### 5. Fraud and Corruption

5.1 This Contract shall be covered by the provisions of <u>Policy on Preventing</u>, <u>Detecting and Remediating Fraud and Corruption in MCC Operations | Millennium Challenge Corporation</u> that requires Suppliers 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 Form of Offer are firm and fixed and not subject to any adjustment during contract performance.

#### 7. Start Date

7.1 Date of the last signature on the Contract will be the Start Date.

#### 8. Completion Schedule

8.1 The delivery should be completed as per schedule indicated in the **Price** and **Completion Schedule** within five months (150 calender days) from the date of signing of contract. For Lot 1, the delivery shall be on the task order basis as and when required by MCA- Nepal. MCA-Nepal will issue the Task Order for supplying the goods under Lot 1. MCA-Nepal will issue all the task orders containing all items under Lot 1 within 90 days of signing the Contract. For clarity, if the last order will be issued on 90<sup>th</sup> days after signing the contract, the supplier will have 60 days to deliver the goods under that task order.

#### 9. **Required Technical Specifications (**with attachments as necessary)

9.1 The Supplier confirms compliance with attached Specifications.

#### 10. Delivery and Documents

10.1 The goods are to be delivered to MCA-Nepal Office in 2nd & 3rd Floor, East Wing, Lal Durbar Convention Centre, Yak & Yeti Complex, Durbar Marg, Kathmandu, Nepal and within 150 calendar days after dual signature of contract. For Lot 1, the delivery can be on the task order basis as and when required by MCA- Nepal. MCA- Nepal shall issue the final task order with the complete quantity under Lot 1 within 90 days from signing of the contract. The Cost of delivery is deemed to have been included in the Price in Attachment 2 of this contract and there shall be no separate reimbursements of delivery costs.

Upon delivery, the Supplier shall provide the following documents to the MCA- Nepal:

- (a) copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount.
- (b) manufacturer's or supplier's warranty certificate; and
- (c) certificate of origin.

#### 11. Taxes and Duties

- 11.1 Except as may be exempted pursuant to the Compact or another agreement related to the Compact, available in English at <a href="https://mcanp.org/en/wp-content/uploads/2019/04/Millennium\_Challenge\_Compact.pdf">https://mcanp.org/en/wp-content/uploads/2019/04/Millennium\_Challenge\_Compact.pdf</a>, the Supplier may be subject to certain Taxes on amounts payable by the MCA- Nepal under this Contract in accordance with applicable law (now or hereinafter in effect) of Nepal. The Supplier shall pay all Taxes levied under applicable law. In no event shall the MCA- Nepal be responsible for the payment or reimbursement of any Taxes. In the event that any Taxes are imposed on the Supplier, the Contract Price shall not be adjusted to account for such Taxes.
- Without prejudice to the rights of the Supplier under this clause, the Supplier will take reasonable steps as requested by the MCA- Nepal with respect to the determination of the Tax status described in this Clause 11

#### 12. Payment

12.1 Payment of the Contract Price shall be made in the following manner:

Prices mentioned in this contract are in Unites States Dollars (USD). The offered price should include all the costs needed to provide the goods in accordance with the Technical Specifications and Conditions of the 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 30 calendar days.

Following Documents must be supplied for payment to be made:

- i). Original Invoices/ VAT Invoice (if applicable), acceptable to MCA-Nepal (Submitted invoice should include PAN number of MCA-Nepal).
- ii). A delivery and acceptance note evidence received of the goods & service; and verified by the contract manager to confirm that that the goods and services delivered are as per the signed contract.
- iii). The Supplier 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 MCA- Nepal. 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 Supplier shall comply with any other payment instructions as may be reasonably given by MCA-Nepal.
- 12.3 All payments by the MCA- Nepal shall be made to the account(s) of the Supplier with the following details:

For payments:

Account Name:

Account Number:

Bank Name:

Bank Address:

SWIFT Code (if applicable):

Intermediary Bank account details:

#### 13. 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- Nepal 2nd & 3rd Floor, East Wing, Lal Durbar

Convention Centre, Yak & Yeti Complex,

Durbar Marg, Kathmandu, Nepal

Attention: Name and Title

Email: Tel:

For the Supplier [Insert Supplier Address]

Attention: Name and Title

Email: Tel:

#### 14. Warranty

14.1 Goods offered should be covered by manufacturer's warranty for at least below mentioned period from the date of delivery to the MCA- Nepal.

#### Lot #1:

- i. Laptop Computer (Type A) with Docking and Monitor- 3 years.
- ii. Laptop Computer (Type B) without Docking and Monitor- 3 years.

#### Lot #2:

iii. Multifunctional Printer (MFP) - 3 years.

#### Lot #3:

iv. Video Teleconferencing (VTC) System for mobile Use
 Auto Tracking Conference Camera- 1 year
 Audio Speakerphone- 1 years

#### Lot #4:

- i. 3 kVA Smart UPS -1 year
- ii. 20 kVA UPS for Data Center (Redundant) -3 years

#### 15. Inspection

15.1 The Goods will be inspected at the delivery point by the Contract Manager or his representative. After inspection, if the Contract Manager deems any delivery of the Goods not be in strict accordance with the Technical Specification will reject the delivery and the supplier shall deliver the goods meeting the required Technical Specification. The non-conformity may serve as justifiable grounds to cancel this Contract.

#### 16. Defects

16.1 All defects will be corrected by the Supplier without any cost to the MCA- Nepal within 30 days from the date of notice by MCA- Nepal. The name and address of service facility where the defects are to be corrected by the Supplier within the warranty period are:

are to be corrected by the Supplier within the warranty period are:	
Facility {insert maintenance facility provider's name}	

17.	Resolution	of Disputes
1/.	Resolution	or Disputes

17.1 The MCA- Nepal and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of an unresolved dispute between the MCA- Nepal and the Supplier, the dispute shall be settled by way of arbitration in accordance with the provisions of the Laws of Nepal.

#### 18. Failure to Perform and Liquidated Damages

Address \_\_\_\_\_

- 18.1 The MCA- Nepal may terminate the Contract if the Supplier fails to deliver the Goods, in accordance with the above terms and conditions.
- 18.2 The Supplier agrees that failure to deliver any or all of the Goods within the period(s) specified in the Contract (Task order for Lot 1), the MCA- Nepal shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.1% of the price of the unperformed (not delivered) Goods per day until actual delivery or performance up to a maximum deduction of ten percent (10%) of the price of those undelivered goods. Once the maximum is reached, the MCA- Nepal may consider canceling the Contract. The supplier is bound to provide the amount of liquidated damages, which will be recovered from the supplier in case of their non-performance.

#### 19. Force Majeure

- 19.1 The supplier 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) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
  - (b) If a Force Majeure situation arises, the Supplier shall promptly notify the MCA- Nepal in writing of such condition and the cause thereof. Unless otherwise directed by the MCA-Nepal in writing, the Supplier 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.

#### 20. Termination Procedures

#### 20.1 By the MCA- Nepal

(a) Due to Anti-Fraud and Corruption (AFC) Violation

The MCA- Nepal may terminate this Contract, in whole or in part, if the Supplier, in the judgment of the Purchaser has engaged in AFC violations in accordance with <u>Policy on Preventing</u>, <u>Detecting and Remediating Fraud and Corruption in MCC Operations | Millennium Challenge Corporation in competing for or in executing this Contract</u>.

#### (b) Termination for Default

The MCA-Nepal may terminate this contract, if:

- i. If the Supplier, in the judgment of the MCA- Nepal or MCC, fails to perform its obligations relating to the use of funds set out in <u>Annex of General Provisions | Millennium Challenge</u> Corporation (mcc.gov)
- ii. If the Supplier does not remedy a failure in the performance of its obligations under the contract, within thirty (21) days after being notified
- iii. If, as the result of an event of Force Majeure, the Supplier is unable to perform a material portion of its obligations for a period of not less than thirty (30) days.
- iv. If the Supplier fails to comply with any final decision reached as a result of arbitration proceedings in accordance with clause 17.1

#### (c) Termination for Insolvency

The MCA-Nepal may at any time terminate this contract by giving notice to the Supplier if the Supplier becomes insolvent or bankrupt, and/or fails to exist or is dissolved.

#### (d) Termination for Convenience

The MCA-Nepal, 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 MCA-Nepal's convenience, the extent to which performance of the Supplier under this contract is terminated, and the date upon which such termination becomes effective. All goods and services satisfactorily delivered as of the termination date will be paid at the rates specified in the contract.

#### 20.2 By the Supplier

The Supplier may terminate this contract, by not less than thirty (30) days' written notice to the MCA-Nepal if:

- (a) If MCA-Nepal fails to pay any money due to the Supplier pursuant to this contract that is not otherwise subject to dispute pursuant to Clause 17.1 within forty-five (45) days after receiving written notice from the Supplier that such payment is overdue.
- (b) If, as the result of an event of Force Majeure, the Supplier is unable to perform a material portion of this contract for a period of not less than sixty (60) days.
- (c) If MCA-Nepal fails to comply with any final decision reached as a result of arbitration pursuant to Clause 17.1

#### 21. Accounts and Records

21.1 The Supplier shall keep accurate and systematic accounts and records in respect of the provision of the Goods and Related Services under this Contract, in accordance with the provisions of Annex

of General Provisions | Millennium Challenge Corporation (mcc.gov) and internationally accepted accounting principles.

## **Attachment 1 – TECHNICAL SPECIFICATIONS**

The Supplier's proposed specification meeting the requirement of this RFO shall be inserted here during contract signing.

### **Attachment 2**

#### PRICE SCHEDULE

The Supplier's proposed Price and Completion Schedule meeting the requirement of this RFO shall be inserted here during contract signing.

## Annex 1 Sample Task Order (For Lot 1)







## MILLENNIUM CHALLENGE ACCOUNT NEPAL (MCA-NEPAL)

## **SAMPLE TASK ORDER No: XXX**

**Date of Task Order:** 

Supply and Delivery of IT Equipment and Accessories (Lot 1)	Ref:
(Please provide the name of Supplier here)	MCA-N/PM/SH/078A

Please proceed with the provision of **Supply and Delivery of IT Equipment and Accessories (Lot 1)** under "Supply and Delivery of IT Equipment and Accessories" as detailed in this Task Order and in accordance with the Conditions of the Contract and the instructions given below (use additional pages if needed):

Expected date of completion/delivery:

№	Description	Qty	Unit Rate (US\$)	Total
1.				
2.				
3.				
4.				
	Sub Total			
	VAT (if applicable)			
	Total Task Order Value Including VAT			

Total Task Order Value:	United States Dollars (US\$)
Time for delivery: Attachment #1: Attachment #2:	
Signatures	
For MCA-Nepal:	For Supplier:
Agreement Manager/ Contract Manager (XXXXXXX)	Contact Person ( )