Government of Nepal, Ministry of Education, Science and Technology (MoEST) Support to Knowledge and Lifetong Learning SKills (SKILLS)



(SKILLS) Programme

Date: 22 June 2020

Request for Quotation (RFQ)

Supply and delivery of Laptop as per the detailed specifications

Reference No.: MoEST/SKILLS/RFQ/001/2020

Dear Sir/Madam:

We kindly request you to submit your quotation for supply and delivery of Laptop, as detailed in Annex 1 of this RFQ. While preparing your quotation, please be guided by the form attached here in the annex 2.

Sealed quotations may be submitted on or before 6 July 2020, 1700 hrs (Nepal time), if the public holiday happens on the last date of submission of quotation please submit on the following first day when the office opens, via courier mail or hand to the address below:

The National Programme Manager Support to Knowledge and Lifelong Learning SKills (SKILLS) Tara House, Sanepa, Lalitpur, Nepal Tel: (977-1)5013054/56, 5528018

Fax: (977-1) 5013055.

Website: http://www.skills.gov.np

Email: info@skills.gov.np

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1. General information about the RFQ

Please take note of the following requirements and conditions pertaining to the supply of

the above mentioned good/s:

S. Subject N. 1 The name of the Client		Details Support to Knowledge and Lifelong Learning SKills (SKILLS) Tara House, Sanepa, Lalitpur, Nepal				
3	Name of the Task	Request for Quotation (RFQ) for supply and delivery of Laptop as per the specifications.				
4 The clauses on fraud and corruption in the contract		As per government and donor's rules and regulation				
5	Clarifications may be inquired	5 days before the quotation submission date				
6	Contact for Clarification	Email: info@skills.gov.np				
7	Language of RFQ	English				
8	Validity of the RFQ	90 days after the submission date				
9	Copies of required RFQ	One (1) Original				
10	Preferred currency of Quotation	Local Currency: NPR				
11	Value added Tax on price	Must be inclusive of VAT and other applicable indirect taxe				
12	After sales service required	Warranty as mentioned in the specification, provision of technical support for repair and maintenance				
13	Latest expected delivery(date and time)	Maximum 30 days from the date of award of the contract				
14	The RFQ submission address	The National Programme Manager Support to Knowledge and Lifelong Learning SKills (SKILLS) Tara House, Sanepa, Lalitpur, Nepal Tel: (977-1)5013054/56, 5528018 Fax: (977-1) 5013055. Website: http://www.skills.gov.np Email: info@skills.gov.np				
15	Information on the outer envelope	Request for Quotation for supply and delivery of laptop				
16	RFQ Issued Date	22 June 2020				
17	Deadline to Submit RFQ	6 July 2020, before 17:00 Hours				
18	Award	Immediate after evaluation of submitted proposal				
19	The assignment is expected to commence	10 July 2020				

20	Other Information	Complete BoQ with Technical Specification and supporting documents shall be highlighted and submitted
21	Documents to be submitted	 Duly accomplished form as provided in Annex Business registration certificate PAN/VAT registration certificate Tax clearance certificate of 2075/76 The company should have at least 3 years of professional experience on supplying similar equipments. ISO Certification of the proposed item (if applicable) Recommendation letter from top 3 clients Certificate of exclusive distributorship in the country (if applicable)
22	Evaluation Criteria	 Technical responsiveness/full compliance to the requirement and lowest price Full acceptance of the PO/Contract general terms and conditions 3 years of professional experience on supplying similar goods and services Warranty as mentioned in the specification
23	Other Provision	As per prevalent Laws of Nepal

2. Technical Specification of the product

The general specification for the laptop is as follows:

S.N.	Description	Remarks				
1	Processor	1.4GHz quad-core 8th-generation Intel Core i5, Turbo Boost up to 3.9GHz.				
2	Memory	8GB of 2133MHz LPDDR3 onboard memory				
3	Graphics	Intel Iris Plus Graphics 645				
4	Display	13.3-inch (diagonal) LED-backlit display with IPS technology;				
5	Resolutions	2560-by-1600 native resolution at 227 pixels per inch 500 nits brightness				
6	Storage Capacity	256GB SSD				
7	Wireless	Wi-Fi 802.11ac Wi-Fi wireless networking				
		IEEE 802.11a/b/g/n compatible				

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		Bluetooth
	to be a second of the second of	Bluetooth 5.0 wireless technology
8	Video Support	Thunderbolt 3 digital video output;
		Native Display Port output over USB-C
		VGA, HDMI, DVI, and Thunderbolt 2 output
		supported using adapters
9	Audio	Stereo speakers with high dynamic range
	contract shutt be a fixed price others.	Wide stereo sound
	and of Postatogs	Support for Dolby Atmos playback
		Three-mic array with directional beam forming
		3.5mm headphone jack
10	Camera	720p Face Time HD camera
11	Size and Weight	Height: 0.61 inch (1.56 cm)
		Width: 11.97 inches (30.41 cm)
	op anne er xoro. Set sure noewed ville Moits (750)	Depth: 8.36 inches (21.24 cm)
	to the company of account of the	Weight: 3.1 pounds (1.4 kg) ³
12	Battery and Power	Up to 10 hours wireless web
	comments to be submitted by t	Up to 10 hours Apple TV app movie playback
	or place Technical Englishmen o	Up to 30 days of standby time
	description as introduced in 2. feels	Built-in 58.2-watt-hour lithium-polymer battery
	Countress in managers in L 400)	61W USB-C Power Adapter
13	Operating System	Mac OS
14	Key board and Trackpad	Backlit Magic Keyboard with:
	on for Submitting Supplier's to be Cynocest to let the property of	65 (U.S.) or 66 (ISO) keys including 4 arrow keys in an inverted-T arrangement
	Commission of the contract of	Touch Bar
		Touch ID sensor
		Ambient light sensor

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16	Warranty	One year			
17	Accessories	I) 61W USB-C Power Adapter USB-C Charge Cable (2 m)			

3. Terms of Payment

This contract shall be a fixed price contract.

Amount of Percentage	Payment for Product	
100%	After delivery and successful operation	
	of the Equipment/Laptop.	

4. Deliverables

- Supply of the Laptop as per the technical specification
- Good/s offered shall be tested based on the completeness and compliance of the quotation

5. Acceptance of RFQ

All rights are reserved with MoEST/SKILLS either to approve or disapprove any RFQ without giving any reasons whatsoever. If needed, the contractor will be asked for modifications and demonstrations of the product before approval.

6. Documents to be submitted by the Contractor

- a. Complete Technical Specification of the laptop with supporting documents with highlight of description as mentioned in **2. Technical Specification**
- b. Documents as mentioned in 1. General information
- c. RFQ in Sealed Envelope
- d. Timeline of Completion

7. Form for Submitting Supplier's quotation:

We here by accept in full the general terms and conditions and here by offer to supply the items listed below in conformity with the specification and requirements as per RFQ Reference No. MoEST/SKILLS/RFQ/001/2020

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Table 1: Supply and delivery of Laptop

S.N.	Description	Specification	Qty	Unit Price	Total Amount
1	Supply and delivery of Laptop	As mentioned in 2. Technical Specification	1	We cannot	Indicate country
ond.					
1	Sub-Total				
71160	VAT 13% Total Amount				
					,5/
				2	Mazinda

Table 2: Offer to comply with other conditions and related requirements

Other information pertaining to our	Offerer's responses				
quotation are as follows	Yes, we will Comply	No, We cannot comply	Indicate counter proposal		
Technical specification of the good/s	ne think				
Warranty and after sales provisions of good/s					
General Terms and Conditions of Purchase Order apply	of the Contin	ermi, viller della			
Delivery/Operation Time	COURT OF STREET	I BANCOLO CO			
PAYMENT TERMS:	errad to show	with reflect any	the set dength post-		
VALIDITY OF QUOTATION:	of the task, p	stamped payment	Central willing the		
Price Must be in Nepalese Rupees	The second				
Other requirements (Pls. Specify)	rank's identific	arios number			

All other information that we have not provided automatically implies our full compliance with requirements, terms and conditions of the RFQ

General Terms and Conditions for Goods

A. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall affect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind MoEST/SKILLS unless agreed to in writing by a duly authorized official of MoEST/SKILLS.

B. PAYMENT

- MoEST/SKILLS shall, on fulfillment of the Delivery Terms, unless otherwise provided in this task, make payment within 30 days of receipt of the Supplier's invoice for the supply and operation of goods specified in the purchase order.
- Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Execution of the task, provided payment is made within the period required by such payment terms.
- 3. Unless authorized by MoEST/SKILLS, the Supplier shall submit one invoice in respect of this task, and such invoice must indicate the task's identification number.
- 4. The prices shown for the execution of task may not be increased except by express written agreement of MoEST/SKILLS.

C. FITNESS OF GOODS/SERVICES/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by MoEST/SKILLS, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

D. INSPECTION

- MoEST/SKILLS shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.
- 2. Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

E. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by MoEST/SKILLS of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold MoEST/SKILLS and the United Nations harmless from any actions or claims brought against MoEST/SKILLS or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

F. RIGHTS OF MoEST/SKILLS

In case of failure by the Supplier to fulfill its obligations under the terms and conditions in execution of the task, including but not limited to failure to obtain necessary export licenses, or to make delivery of all or part of the goods by the agreed delivery date or dates, MoEST/SKILLS may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies exercise one or more of the following rights:

- Procure all or part of the goods from other sources, in which event MoEST/SKILLS may hold the Supplier responsible for any excess cost occasioned thereby.
- b. Refuse to accept delivery of all or part of the goods.
- Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of MoEST/SKILLS.

G. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the task assigned by the delivery date(s) stipulated in this task, the Supplier shall (i) immediately consult with MoEST/SKILLS to determine the most expeditious means of delivery and installation task and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to <u>Force Majeure</u>), if reasonably so requested by MoEST/SKILLS.

H. OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the MoEST/SKILLS has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

I. ASSIGNMENT

Supplier shall not, except after obtaining the written consent of MoEST/SKILLS, assign, transfer, pledge or make other disposition in execution of the task, or any part thereof, or any of the Supplier's rights or obligations under this purchase order.

J. CHILD LABOUR

The Supplier represents and warrants that neither it, nor any of its affiliates, is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle MoEST/SKILLS to terminate this Execution of the task immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of MoEST/SKILLS.

K. MINES

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to

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the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Any breach of this representation and warranty shall entitle MoEST/SKILLS to terminate the task immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of MoEST/SKILLS.

L. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP NIM Guidelines, only the MoEST/SKILLS Authorized Official possess the authority to agree on behalf of MoEST/SKILLS to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against MoEST/SKILLS unless provided by an amendment to this Agreement signed by the Contractor and jointly by the MoEST/SKILLS Authorized Official.

M. SETTLEMENT OF DISPUTES

Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

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