

**Government of Nepal,  
Ministry of Education, Science and Technology (MoEST)  
Support to Knowledge and Lifelong Learning Skills  
(SKILLS) Programme**



Date: 17 August 2020

**Request for Quotation (RFQ)**

**Supply and delivery of Laptop as per the detailed specifications**

**Reference No.: MoEST/SKILLS/RFQ/002/2020**

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 31 August 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](mailto:info@skills.gov.np)

A handwritten signature in black ink, appearing to be "Prof.", written over a horizontal line.

## 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. N.	Subject	Details
1	The name of the Client	Support to Knowledge and Lifelong Learning SKILLS Tara House, Sanepa, Lalitpur, Nepal
2	Method of selection	Cost-Based Selection (CBS)
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	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: <a href="mailto:info@skills.gov.np">info@skills.gov.np</a>
7	Language of RFQ	English
8	Validity of the RFQ	<b>90</b> days after the submission date
9	Copies of required RFQ	One (1) Original
10	Preferred currency of	Local Currency: NPR
11	Value added Tax on price	Must be inclusive of VAT and other applicable indirect
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 Tara House, Sanepa, Lalitpur, Nepal Tel: (977-1)5013054/56, 5528018 Fax: (977-1) 5013055. Website: <a href="http://www.skills.gov.np">http://www.skills.gov.np</a>
15	Information on the outer envelope	Request for Quotation for supply and delivery of laptop
16	RFQ Issued Date	17 August 2020
17	Deadline to Submit RFQ	<b>31 August 2020, before 17:00 Hours</b>
18	Award	Immediate after evaluation of submitted proposal
19	The assignment is expected to commence	7 September 2020



20	Other Information	Complete BoQ with Technical Specification and supporting documents shall be highlighted and submitted
21	Documents to be submitted	<ul style="list-style-type: none"> <li>) Duly accomplished form as provided in Annex</li> <li>) Business registration certificate</li> <li>) PAN/VAT registration certificate</li> <li>) Tax clearance certificate of 2075/76</li> <li>) The company should have at least 3 years of professional experience on supplying similar equipments.</li> <li>) ISO Certification of the proposed item (if applicable)</li> <li>) Recommendation letter from top 3 clients</li> </ul>
22	Evaluation Criteria	<ul style="list-style-type: none"> <li>) Technical responsiveness/full compliance to the requirement and lowest price</li> <li>) Full acceptance of the PO/Contract general terms and conditions</li> <li>) 3 years of professional experience on supplying similar goods and services</li> <li>) Warranty as mentioned in the specification</li> </ul>
23	Other Provision	As per prevalent Laws of Nepal

## 2. Technical Specification of the product

The general specification for the laptop is as follows:

<b>CPU</b>	9th Generation Intel® Core™ i7 Processor (4M Cache, up to 3.6GHz), vPro
<b>Graphics Intel®</b>	HD Graphics 615
<b>Operating System</b>	Microsoft® Windows 10 Pro 64 Mircosoft® Windows 10 Home 64 bit
<b>Memory</b>	16GB Dual Channel LPDDR4 SDRAM
<b>Display</b>	13.3-inch UltraSharp Quad HD+ (3200x1800) InfinityEdge touch display
<b>Storage</b>	M.2 512GB NVMe Solid State Drive
<b>Battery</b>	46WHr battery (built-in)* *Battery is built-in
<b>Power</b>	30W AC adapter Type



<b>Keyboard / touchpad</b>	Full size, backlit chiclet keyboard; 1.3mm travel Precision touchpad, seamless glass integrated button
<b>Pen</b>	Active Pen PN556W Powered by WACOM, 2048 pressure sensitivity
<b>Multimedia</b>	Widescreen HD (720p) infrared webcam Stereo speakers professionally tuned with Waves MaxxAudio® Pro (1W x 2 = 2W total) Dual array integrated digital microphone Headset/Mic combo jack
<b>Connectivity</b>	Intel® Dual-Band Wireless-AC 8265 Wi-Fi + BT 4.2 Wireless Card (2x2) Miracast™ capable10 Intel® Smart Connect Technology*
<b>Fingerprint reader</b>	Microsoft Hello compliant fingerprint reader option
<b>Ports, Slot, Chassis</b>	Thunderbolt™ 3 (4 lanes of PCI Express Gen 3) with PowerShare, DC-In & DisplayPort (1); USB-C 3.1 with PowerShare, DC-In & DisplayPort (1); microSD card reader, headset jack (1), Noble lock slot (1)  Thunderbolt™ 3 supports: Power in / charging, PowerShare, Thunderbolt 3 (40Gbps bi- directional), USB 3.1 Gen 2 (10Gbps)
<b>Security Fingerprint</b>	Reader (100% attach on silver) Infrared camera (Windows Hello compliant enabled Dell Client Command Suite, Dell Data Security Management Software
<b>Warranty</b>	One year

### 3. Terms of Payment

This contract shall be a fixed price contract.

#### Amount of Percentage

100%

#### Payment for Product

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

- Complete Technical Specification of the laptop with supporting documents with highlight of description as mentioned in **2. Technical Specification**
- Documents as mentioned in **1. General information**
- RFQ in Sealed Envelope
- 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/002/2020**

**Table 1: Supply and delivery of Laptop**

S.N.	Description	Specification	Qty	Unit Price	Total Amount
1	Supply and delivery of Laptop computer	As mentioned in <b>2. Technical Specification</b>	1		
	Sub-Total				
	VAT 13%				
	<b>Total Amount</b>				



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

Other information pertaining to our quotation are as follows	Offerer's responses		
	Yes, we will Comply	No, We cannot comply	Indicate counter proposal
Technical specification of the good/s			
Warranty and after sales provisions of good/s			
General Terms and Conditions of Purchase Order apply			
Delivery/Operation Time			
PAYMENT TERMS:			
VALIDITY OF QUOTATION:			
Price <b>Must be</b> in Nepalese Rupees			
Other requirements (Pls. Specify)			

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**

1. 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.
2. 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**

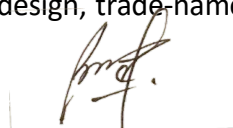
The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by MoEST/SKILLS, and are free from defects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

### **D. INSPECTION**

1. 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:

- a. 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.
- c. 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 Force Majeure), 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 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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