



Request for Quotation (RFQ)

Issued on: **22 July 2019**

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

For

**Procurement of Insurance for MCA-
Nepal Vehicles**

Ref No: **MCA-N/PM/SH/020**



MILLENNIUM CHALLENGE ACCOUNT NEPAL (MCA-NEPAL)

Letter of Invitation Requesting Quotations for Procurement of Insurance for MCA-Nepal Vehicles

Kathmandu, Nepal

22 July 2019

Ref: MCA-N/PM/SH/019

1. The Millennium Challenge Corporation (“MCC”) and the Government of Nepal (“Government” or “GoN”) have entered into a Millennium Challenge Compact for Millennium Challenge Account assistance to help facilitate poverty reduction through economic growth in Nepal on 14 September 2017 (“The Compact”) in the amount of approximately **USD 500 million** (“MCC Funding”). The Government intends to apply parts of the proceeds of the funds to payments for contracts for goods, works and services. MCC is a U.S. government agency focused on assisting countries dedicated to good governance, economic freedom, and investments in people.
2. The Compact includes additional investment from the Government of approximately USD 130 million for a total of approximately USD 630 million. It includes two projects: (i) construction of about 300 kilometers of 400kV electricity transmission lines, three substations, and technical assistance for the power sector; and (ii) technical assistance to improve the road maintenance regime and road maintenance works on about 300 kilometers of the strategic road network. The program would include the procurement of contractors and consultants for design, construction and supervision of electricity lines and substations, road maintenance works, including a variety of technical services, equipment and construction works in different geographic locations within Nepal. These contracts will be competed through open international procurement procedures.
3. This Request for Quotations, the RFQ, follows the General Procurement Notice that appeared in dgMarket on 05 July 2019, UNDB Online on 06 July 2019, the Himalayan Times newspaper on 08 July 2019, and MCA-Nepal website on 05 July 2019.
4. In issuing this RFQ, the Government of Nepal (GoN) is represented by the Millennium Challenge Account Nepal (“MCA-Nepal”).

5. The Millennium Challenge Account Nepal (MCA-Nepal), an organization of the Government of the Nepal that manages the Compact Agreement with funding from the Millennium Challenge Corporation, intends to procure the Insurance for MCA-Nepal Vehicles as described in the attached Term of Reference.
6. You are required to submit a quotation for insurance services as stipulated in the annexes to this RFQ. **Prices shall be quoted in Nepalese Rupees (NPR)**. The offered price should include all costs of providing insurance services for all MCA-Nepal's Vehicles as per requirements stated under Terms of Reference.
7. There will be no price negotiations. The quotation shall be valid for sixty (60) days from deadline for submission of quotations.
8. **Effective Date of Coverage: Immediately** after dual signature of the contract (Purchase Order).
9. **Payments for the Insurance:** will be made within thirty (30) days after delivery of insurance policy as per Terms of Reference and receipt of a valid insurance service provider's invoice.
10. You are required to submit quotations for insurance **for all required coverages and services**, otherwise your quotation will not be considered.
11. You shall submit only one quotation. Your quotation must be typed or written in indelible ink and shall be signed by your authorized representative.
12. Insurance Service provider shall submit with their Quotations copies of the following documents:
 - a. Firm/Company Registration Certificate
 - b. PAN/VAT/TAX Registration;
 - c. Tax clearance certificate
 - d. Firm/ Company Registration. It is required to have general experience of at least five (5) years' experience in providing asset insurance in Nepalese Market; (as per the terms of reference)
 - e. Experience Certificate/Letter from previous three (3) clients where you have provided similar insurance service of similar magnitude during last 5 years. This evidence may be provided in the form of copies of contracts, invoices, reference letters etc, which can demonstrate value of assets and value of insurance. (as per the terms of reference)
13. In evaluating the quotations, the Purchaser will adjust for any arithmetical errors as follows:

- a. where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
- b. where is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
- c. If you refuse to accept the correction, your quotation will be rejected

14. Evaluation of Quotation and Award of Purchase Order: Insurances service providers are required to quote for all required coverages and services. Failure to quote for all items will render your quotation incomplete and thus non-responsive to the requirements. The evaluation will be undertaken as follows:

- a) Insurance service providers compliance with the requirements stated in the scope of work (Point 2) under Terms of Reference (these will be assessed on “pass and fail” basis)
- b) Assessment of the Insurance service providers’ qualification/experience and responsiveness of the offered services and coverage (pass/fail) (See Terms of Reference);
- c) The offers passing (a) and (b) above, will be evaluated based on their responsiveness to the criteria described in 3.2 of the Terms of Reference. The Contract shall be awarded to the best evaluated offer.

The procurement process will be carried out in accordance with the provisions of MCC Procurement Guidelines which can be downloaded at: <https://www.mcc.gov/resources/doc/program-procurement-guidelines>.

15. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this Request for Quotation, and it will not be considered further. The Purchaser will evaluate and compare only the quotations determined to be substantially responsive.
16. Service Providers may challenge the results of a procurement only according to the rules established in the Bid Challenge System developed by the MCA-NEPAL and approved by MCC. The rules and provisions of the Bid Challenge System are as published on the MCA-NEPAL’s website at <https://mcanp.org/procurement>.
17. Contract term: The insurance service will be valid for one year from the date of the signing of this contract and issuance of the formal policy to MCA-Nepal. MCA-Nepal may extend this contract to next consecutive years at its own discretion.
18. If MCA-Nepal does not require the offer for a full year, the fee will be calculated on a proportional basis for the duration of the service utilized or to be utilized.
19. **Site Visit:** At the discretion of the Insurance Service Providers, their representatives may inspect the Vehicles. For this purpose, the interested Service Provider shall request an appointment via email to bhawani.gnawali@mcanp.org

and cc MCANepalPA@cardno.com visit [MCA-Nepal Office](#) on **25 July 2019 between 1:00pm-4:00pm only**. The costs of visiting the Site shall be at the Service Providers' own expense.

20. Please submit your price quotation signed by an authorized representative via the Dropbox link provided below, with the name of the uploaded file as follows: "***Name of Insurance Service Provider- Insurance for MCA-Nepal Vehicles***".
21. The File request link (Dropbox link) for **submission of quotations**:
<https://www.dropbox.com/request/KfpSizVUgAqkUnOuCTtE>
22. Please note that the provided **Dropbox link** will expire on the **deadline for submission** indicated in 23 below, consequently no late quotations will be received.
23. Deadline for submission of quotations is **29 July 2019, at 11:00 hours local time in Kathmandu, Nepal (GMT+5:45)**.
24. MCA-NEPAL reserves the right to reject any or all applications or offers, waive any defect or informality therein, and accept the offer which it deems most advantageous to the institution.

Yours sincerely,
For MCA-Nepal:
Khadga Bahadur Bisht
Executive Director

Annexes:

1. Terms of Reference / Terms of Services
2. Quotation Submission Form
3. Insurance service provider's offer and coverage
4. Sample Contract/Purchase Order

Annex 1

Terms of Reference/ Terms of Services

Procurement of Insurance for MCA-Nepal Assets

Introduction

The United States of America, acting through the Millennium Challenge Corporation (“MCC”), has signed a Millennium Challenge Compact on September 17, 2017 (the “Compact”) with the Government of Nepal (the “Government”) to fund a five-year economic development program (the “Program”) in Nepal. The Compact funds’ investments in electricity transmission and road maintenance

Pursuant to the Compact and the pending Program Implementation Agreement between MCC and the Government (the “PIA”), Millennium Challenge Account-Nepal (“MCA-Nepal”) is responsible for managing the implementation of the Compact program on behalf of the Government. MCA-Nepal is governed by its Board of Directors (“Board”). The management unit of MCA-Nepal (the “Management Unit”), which reports to the Board, manages the day-to-day operations of Board and will have responsibility to ensure that the Program is implemented in a timely, effective, efficient, and results-oriented manner in accordance with the terms of the Compact. The Management Unit is headed by the Executive Director.

1. Objective of the Assignment

In line with its mandate, MCA-Nepal would like to engage a third party insurance service provider (“Insurance Provider”) to provide an all risks (comprehensive) coverage for MCA-Nepal vehicles, as follows:

Description	Unit	Quantity	Per Unit Approximate Market Value (NPR)	Approximate Total Market Value (NPR)
Vehicle: Mitsubishi Pajero (GLS 4WD 3.2L, Make year 2018)	No.	4	19,500,000.00	78,000,000.00
Vehicle: Mitsubishi L200 4WD, 2.1L, 4WD, Make year 2018) Pickup	No.	1	8,000,000.00	8,000,000.00

(Note: The above figure is for total approximate market value, however MCA-Nepal procured these vehicles under the VAT, duties and taxes exemption rule)

2. Scope of Work

The service provider will be expected to provide comprehensive insurance for the Motor Vehicle following items for fire, forceful entry, theft, R&D, RSMD (Riot, Strike, Malicious damages), and loss due to natural hazards like earthquake flood/inundation, hurricane, landslide, collisions, accidents, damage and total loss including Third Party Liability, coverage for driver and passenger (s).

The insurance service provider should provide evidences of:

Claims Support - Dedicated Claims support with claims settled within 30 calendar days turn-around time for outcome of claim from the date of submission of the claim.

Client service Support – Dedicated client service support

3. Evaluation Criteria

3.1 Qualifications and Experience

These services should be provided by an insurance provider which has been in existence for at least 5` years in operation, with verifiable track record of providing similar services to at least 3 similar organizations.

The ability and experience of the service provider to provide the required vehicles insurance and after sales service will be assessed on the “point system” basis, as follows:

1. At least five (5) years of experience providing full insurance services in Nepal. **(Pass/Fail)**.
2. Demonstrated experience in last five (5) years of supplying similar insurance services to similar organizations (Government and/or US Embassy, UNDP, World Bank, International Organizations etc.). Supplier shall provide **at least three (3) reference letters** from the clients, (providing more references will be entitled to receive more points) **(Pass/Fail)**.

3.2 Service and coverage offered by Insurance company

3.2.1 Service / Coverage Required:

The contract will be awarded to the lowest evaluated quotation. To determine the lowest evaluated MCA-Nepal will assess:

- (a) Total Sum Insured
- (b) Deductibles
- (c) Driver and Passenger coverage
- (d) Claim Support and Client Support (indicate what type of support is available to the Client and the maximum duration (in days) for a claim to be resolved).
- (e) Additional services and coverage
- (f) Total Payable Amount (offered price)

The Insurance service provider may offer any other additional services and coverage relevant to vehicle insurance.

Annex 2

Quotation Submission Form

MCA-Nepal Office Non-Structural Vulnerability Assessment & Train staff against natural hazards (Earthquake & Fire)

Vendor: _____

Date: _____

Item #	Service Provider's Quotation Price for One year				Amount in NPR	Basis for Rate: (Use extra sheet to describe, if needed)
	Description of Goods	Quantity and Unit	Rate in Nepalese Rupees (NPR)		In Figure	
			In Figure	In words		
(1)	(2)	(3)	(4)	(5)	(6)	(8)
	Service required					
	Mitsubishi Pajero (GLS 4WD 3.2L, Make year 2018) with an approximate total market value NPR 78,000,000.00 (Before VAT)	4 Vehicles				
1	Mitsubishi L200 4WD, 2.1L, 4WD, Make year 2018) Pickup with an approximate total market value NPR 8,000,000.00	1 Vehicle				
Total Excluding VAT						
Value of VAT						
Grand Total						

Note: Payment shall be only after approval of the deliverables and submission of a valid invoice with approval of the deliverables.

Evaluation and Comparison of bids shall be carried out excluding VAT.

Our Quotation is valid for 60 days from the date of Submission.

We are attaching herewith the documentary proof in support as authorization for the person signing the quotation (Attach Letter of Authorization Accordingly).

Name of the Person Authorized to Sign the Quotation: _____

Position of the signatory in Organization: _____

Signature of the Authorized Person: _____

Date: _____

Physical Address: _____

Email id: _____

Annex 3

Insurance service provider's offer and coverage

(To be Completed by the Supplier Accordingly)

Service Providers Name: _____

Date: _____

Note: Insurance Service Provider should provide their offer, coverage and proposed terms in this annex. The minimum required coverage is mentioned in the Terms of reference.

This offer and coverage will be a part of evaluation as per the **criteria 3.2** of Annex 1 Terms of Reference.

Annex 4
Sample Contract

Contract Agreement

This CONTRACT AGREEMENT (this “Contract”) is made as of the [day] of [month], [year], between **Millennium Challenge Account Nepal** (the “Purchaser”), on the one part, and [full legal name of Service Provider] (the “Insurance Service Provider”), on the other part.

[Note: If the Service Provider consists of more than one entity, the following should be used]

This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year], between **Millennium Challenge Account Nepal** (the “Purchaser”), on the one part, and [full legal name of lead Service Provider] (the “Consultant”) in [joint venture / consortium / association] with [list names of each joint venture entity], on the other part, each of which will be jointly and severally liable to the Purchaser for all of the Service Provider’s obligations under this Contract and is deemed to be included in any reference to the term “Service Provider.”

RECITALS

WHEREAS,

- (a) The Millennium Challenge Corporation (“MCC”) and the Government of **Nepal** (the “Government”) have entered into a Millennium Challenge Compact for Millennium Challenge Account assistance to help facilitate poverty reduction through economic growth in Nepal on 14 September 2017 (the “Compact”) in the amount of approximately US\$500 million (“MCC Funding”). The Government, acting through the Purchaser, intends to apply a portion of the proceeds of MCC Funding to eligible payments under this Contract. Payments made under this Contract will be subject, in all respects, to the terms and conditions of the Compact and related documents, including restrictions on the use, and conditions to disbursement, of MCC Funding. No party other than the Government and the Purchaser shall derive any rights from the Compact or have any claim to the proceeds of MCC Funding; and
- (b) The Purchaser invited bids for the provision of certain non-consulting services identified in this Contract and has accepted a bid by the Service Provider for the supply of those services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the parties hereto agree as follows:

- (a) In consideration of the payments to be made by the Purchaser to the Service Provider as set forth in this Contract, the Service Provider hereby covenants with the Purchaser to provide the Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
- (b) Subject to the terms of this Contract, the Purchaser hereby covenants to pay the Service Provider in consideration of the provision of the Services and the remedying of defects therein, the Contract Price (as defined below) or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with the laws of **Nepal** on the day, month and year first indicated above.

For [full legal name of the Purchaser]:

Signature

For [full legal name of the Service Provider]:

Signature

Name

Name

[Note: If the Insurance Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Service Provider

[Name of Member]

[Authorized Representative]

[Name of Member]

[Authorized Representative]

The following annexes will be the part of Contract:

Annex 1: General terms and Conditions of this Request for Quotation Document.

Annex 2: Terms of Reference/ Terms of Services

Annex 3: Services and Coverage offered by the Insurance Service Provider

Annex 4: Quotation submitted by [Service Provider Name] on [date of submission]

Compliance with Sanctions Certification Form

In satisfaction of clause G of the Additional Provisions at Annex A of the Contract, this form is to be completed by the Service Provider initially, within 28 days of receipt of Letter of Acceptance and Contract Agreement, and subsequently thereafter on the last business day prior to the last day of each quarter (March 31, June 30, September 30, December 31) after the signature of an MCC-Funded Contract¹, for the duration of the contract. The form is to be submitted to the MCA Entity Procurement Agent [provide email address] with a copy to MCC at sanctionscompliance@mcc.gov. Instructions for completing this form are provided below.

Full Legal Name of Service Provider:

Full Name and Number of Contract:

MCA Entity with which Contract Signed:

- All eligibility verifications have been completed in accordance with **Annex A “Additional Provisions,” Paragraph G “Compliance with Terrorist Financing Statutes and Other Restrictions.”** No MCC Funding² has been provided to any individual, corporation, or other entity that appears in the enumerated lists, including the Service Provider itself. No MCC Funding has been provided to a country, or a firm based in or having a significant portion of its operations in a country, that is subject to sanction or restriction by law or policy of the United States, including U.S. designated State Sponsors of Terrorism.
- OR**
- All eligibility verifications have been completed in accordance with **Annex A “Additional Provisions,” Paragraph G “Compliance with Terrorist Financing Statutes and Other Restrictions,”** and the following results were obtained (information to be provided for each result):
- Name of individual, corporation or other entity:
 - Eligibility verification source(s) where listed ineligible:
 - Position (if individual), or goods or services provided (if corporation or other entity):
 - Estimated value of work performed as of certification date:

I hereby certify that the information provided above is true and correct in all material respects and understand that any material misstatement, misrepresentation or failure to provide the information requested in this certification may be deemed a “fraudulent practice” for purposes of the contract between the Contractor and the MCA Entity, the MCC Program Procurement Guidelines, and other applicable MCC policy or guidance, including MCC’s Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations.

Authorized Signature: _____ **Date:** _____

Printed Name of Signatory:

¹ “MCC-Funded Contract” is defined as a contract signed by an MCA Entity or Core Team, as opposed to a contract signed by MCC, under the provisions of MCC’s Program Procurement Guidelines, and using funding provided by MCC, through a Compact Program, a Threshold Program, or 609(g) funding.

² “MCC Funding” is defined as funding provided by MCC, through a Compact Program, a Threshold Program, or 609(g) funding.

INSTRUCTIONS FOR COMPLETING FORM:

The Service Provider shall perform the following procedures to verify the eligibility of firms, key personnel, subcontractors, vendors, suppliers, and grantees, in accordance with **Annex A “Additional Provisions,” Paragraph G “Compliance with Terrorist Financing Statutes and Other Restrictions,”** provided below.

The Service Provider shall verify that any individual, corporation, or other entity that has access to or is a recipient of MCC Funding, including its staff, consultants, sub-contractors, vendors, suppliers, and grantees, is not listed on any of the following:

1. System for Award Management (SAM) - <https://www.sam.gov/portal/SAM/#1>
2. World Bank Debarred List
- <http://web.worldbank.org/external/default/main?contentMDK=64069844&menuPK=116730&pagePK=64148989&piPK=64148984&querycontentMDK=64069700&theSitePK=84266>
3. US Government Consolidated Screening List - https://2016.export.gov/ecr/eg_main_023148.asp

Documentation of the process takes two forms. The Service Provider should prepare a table listing each staff member, consultant, sub-contractor, vendor, supplier, and grantee working on the contract, such as the form provided below.

Name	Date Checked			Eligible (Y/N)
	SAM	World Bank Debarred List	US Government Consolidated Screening List	
Service Provider (the firm itself)				
Staff Member #1				
Staff Member #2				
Consultant #1				
Consultant #2				
Sub-Contractor #1				
Sub-Contractor #2				
Vendor #1				
Supplier #1				
Grantee #1				

The Service Provider should list the date on which the search was conducted using each eligibility verification source, and whether the staff member, consultant, sub-contractor, vendor, supplier, or grantee was determined to be eligible – that is, did not show up on any of the eligibility verification sources.

In addition, as all three lists are searchable databases that return a positive or negative search results page upon submission of a name to be searched, in order to document the eligibility, the Service Provider should print out and retain for each staff member, consultant, sub-contractor, vendor, supplier, or grantee the search results page for each eligibility verification source, which should read, “*Has Active Exclusion? No*” (in the case of SAM), “*No Matching Records found!*” (in the case of World Bank Debarred List), or “*No result*” (in the case of the US Government Consolidated Screening List).

If an adverse record(s) has/have been found for one or more individuals or entities, including for the Service Provider itself, the Service Provider must conduct additional research to determine whether the finding is a “false positive.” If it is a false positive, the Service Provider will mark the staff member, consultant, sub-contractor, vendor, supplier, or grantee as eligible, and retain the research confirming that eligibility.

If, on the other hand, any of the Service Providers’ personnel, consultants, sub-contractors, vendors, suppliers, or grantees are found to be ineligible at this stage, the MCA Entity will determine whether it is possible under the circumstances to allow the Service Provider to make a substitution. This determination will be made on a case by case basis and will require approval by MCC regardless of the estimated value of the proposed contract.

In addition, in accordance with MCC Program Procurement Guidelines P1.A.1.9 (d), the Service Provider must ensure that MCC Funding is not used for goods or services from a country, or from a firm that is organized in or has its principal place of business or a significant portion of its operations in a country, that is subject to sanction or restriction by law or policy of the United States, including U.S. designated State Sponsors of Terrorism (<https://www.state.gov/j/ct/list/c14151.htm>).

All of these documents must be retained by the Service Provider as part of the overall record of the contract with the MCA Entity for the duration of the contract, and for the further period after the contract expiration that is required for document retention under the contract (typically five years after the expiration date of the Compact Program or Threshold Program). Access to these documents must be provided to the MCA Entity, MCC, or their designees in accordance with the access provisions of the contract.

Annex A “Additional Provisions,” Paragraph G “Compliance with Terrorist Financing Statutes and Other Restrictions”

1. The Contract Party shall not provide material support or resources directly or indirectly to, or knowingly permit MCC Funding to be transferred to, any individual, corporation or other entity that such Party knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (i) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury’s Office of Foreign Assets Control, which list is available at www.treas.gov/offices/enforcement/ofac, (ii) on the consolidated list of individuals and entities maintained by the “1267 Committee” of the United Nations Security Council, (iii) on the list maintained on www.sam.gov, or (iv) on such other list as the MCA Entity may request from time to time. For purposes of this provision, “material support and resources” includes currency, monetary instruments or other financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.
2. The Contract Party shall ensure that its activities under this Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, restrictive trade practices, boycotts, and all other economic sanctions promulgated from time to time by means of statute, executive order, regulation or as administered by the Office of Foreign Assets Control of the United States

Treasury Department or any successor governmental authority, including, 18 U.S.C. Section 1956, 18 U.S.C. Section 1957, 18 U.S.C. Section 2339A, 18 U.S.C. Section 2339B, 18 U.S.C. Section 2339C, 18 U.S.C. Section 981, 18 U.S.C. Section 982, Executive Order 13224, 15 C.F.R. Part 760, and those economic sanctions programs enumerated at 31 C.F.R. Parts 500 through 598 and shall ensure that its activities under the Contract comply with any policies and procedures for monitoring operations to ensure compliance, as may be established from time to time by MCC, the MCA Entity, the Fiscal Agent, or the Bank, as may be applicable. The Contract Party shall verify, or cause to be verified, appropriately any individual, corporation or other entity with access to or recipient of funds, which verification shall be conducted in accordance with the procedures set out in Part 10 of the MCC Program Procurement Guidelines (Eligibility Verification Procedures) that can be found on MCC's website at www.mcc.gov. The Contract Party shall (A) conduct the monitoring referred to in this paragraph on at least a quarterly basis, or such other reasonable period as the MCA Entity or MCC may request from time to time and (B) deliver a report of such periodic monitoring to the MCA Entity with a copy to MCC.

3. Other restrictions on the Contract Party shall apply as set forth in Section 5.4(b) of the Compact with respect to drug trafficking, terrorism, sex trafficking, prostitution, fraud, felony, any misconduct injurious to MCC or the MCA Entity, any activity contrary to the national security interests of the United States or any other activity that materially and adversely affects the ability of the Government or any other party to effectively implement, or ensure the effective implementation of, the Program or any Project or to otherwise carry out its responsibilities or obligations under or in furtherance of the Compact or any Supplemental Agreement or that materially and adversely affects the Program Assets or any Permitted Account.

Self-Certification Form for Consultants/Service Provider/Contractors/Suppliers

The below self-certification form should be signed by the Service Provider as part of the Contract. This self-certification declares that the Service Provider will only procure goods and materials essential for the Contract, from suppliers that are free of forced and child labor and provide their direct workers with a safe and hygienic workplace.

As stipulated in the Contract, the Service Provider must comply with the International Finance Corporation's *Performance Standards on Environmental and Social Sustainability* regarding labor standards and protections. In turn, the Service Provider must ensure that its primary suppliers, i.e., any person or legal entity who provides goods or materials essential for the Contract, do not use forced and child labor in the production of such goods and materials, and provide their direct workers with a safe and hygienic workplace.

In acknowledgement of my understanding, I certify that with respect to this contract:

- I understand the requirements in the contract with the MCA-Nepal.
- [Name of Service Provider] will ensure that all operations undertaken are done in accordance with the IFC Performance Standards, as described in the Contract.
- [Name of Service Provider] does not and will not use forced or child labor, and provides workers with a safe and hygienic workplace.
- [Name of Service Provider] does not and will not procure material or goods from suppliers that employ forced or child labor.
- [Name of Service Provider] will only procure material or goods from suppliers that provide a safe and hygienic working place for all laborers.
- [Name of Service Provider] has a system in place to monitor our suppliers, identify any new and emerging risks. This system also allows [Name of Service Provider] to effectively remedy any risks.
- Where remedy is not possible for any new risks or incidents, [Name of Service Provider] commits to severing ties with these suppliers.

Record any exceptions to the above here:

I HEREBY CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT IN ALL MATERIAL RESPECTS AND UNDERSTAND THAT ANY MATERIAL MISSTATEMENT, MISREPRESENTATION OR FAILURE TO PROVIDE THE INFORMATION REQUESTED IN THIS CERTIFICATION MAY BE DEEMED "FRAUD"

FOR PURPOSES OF THE CONTRACT. I CONFIRM THAT I DULY REPRESENT [NAME OF SERVICE PROVIDER] AND HAVE THE LEGAL AUTHORITY TO SIGN.

Authorized Signature: _____ Date: _____

Printed Name of Signatory:
