



Request for Quotation (RFQ)

Issued on: **16 October 2020**

**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 Radio Network  
Services**

**\*\*\*\*\***

Ref No: **MCA-N/PM/SH/037**



## MILLENNIUM CHALLENGE ACCOUNT NEPAL (MCA-NEPAL)

### Letter of Invitation Requesting Quotations for Procurement of Radio Network Services

Kathmandu, Nepal

16 October 2020

**Ref: MCA-N/PM/SH/037**

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 approximately 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 up to 305 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, UNDB Online and MCA-Nepal web site on 6 October 2020.
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 services of *Radio Network Services* as described in the attached Terms of Reference.

6. You are required to submit a quotation for 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 the required services as described under the 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:** Effective date will be the date of issuance of Notice to Proceed (NTP) by MCA-Nepal to the service provider after the dual signature of the contract (purchase order). MCA-Nepal expects to commence the services on 15 November 2020. Duration of the activities in the Terms of Reference is 3 months. The contract expiration date is set 4.5 months after the date of issuance of the NTP.
9. **Liquidated Damages:** The Service provider agrees that failing to deliver any or all of the Services within the period(s) specified in the Contract, the Employer shall, without prejudice to its other remedies under the Purchase Order, deduct from the Contract Price, as liquidated damages, a sum equivalent to one percent (1%) of the purchase order price (or deliverable price as applicable) for each week of delay in provision of the Services or unperformed/non-delivered Services, until actual delivery or performance, up to a maximum deduction of ten percent (10%) of the purchase order amount. Once the maximum is reached, the Employer may consider canceling the Purchase Order. The supplier is bound to provide the amount of liquidated damage, which will be recovered from the Service providers in case of their non-performance.
10. **Payments:** will be made after acceptance of the services as per Terms of Reference and receipt of a valid invoice from the service provider.
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. The 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 up to last FY
  - d. Complete and signed Quotation Submission Form.
  - e. Power of Attorney in support of person signing the Quote.

**13. Qualification and Experience of the Firm:** The service provider shall submit the documentation to demonstrate the following qualification:

- a. Demonstrated knowledge and expertise in producing radio programs and PSAs, including selection of speakers well versed on the subject matter, planning for a structured talk program with Q&As. Involvement in at least 2 similar projects is required.
- b. Established radio network with at least 5 years' experience of broadcasting radio programs nationwide with its linkages to radio stations in 77 districts.
- c. Professional relationships with an assortment of stakeholders in all provinces (focus on Province 3, 4 and 5) with samples of radio discussions produced.
- d. Working experience with development organizations and reaching out to communities and people, including the indigenous peoples and in rural areas of Nepal.
- e. Demonstrated experience in producing Nepali language programs.

The evaluation will start with the lowest priced quotation and if the bidder is found in compliance with the above criteria (Pass/Fail) the contract will be awarded.

**14.** In evaluating the quotations, the Employer 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

**15. Evaluation of Quotation and Award of Purchase Order:** The service providers are required to quote for all the 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) The submitted Quotation will be verified for administrative and eligibility compliance to the requirement of this Request for Quotation.
- b) The Qualification Experience evaluation will be assessed on "pass and fail" basis.
- c) The lowest priced quotation will be reviewed to check compliance with the requirements set in the Request for Quotation, if the quotation is compliant substantially, the contract will be awarded to that supplier. If the lowest priced offer is not compliant, the MCA-Entity will review the second lowest/second-best quotation and so on and so forth. MCA-Nepal may, at its own discretion, to evaluate more than one quotation to save time during evaluation.

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>.

16. 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 Employer will evaluate and compare only the quotations determined to be substantially responsive.
17. Service Providers/Bidder 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>.
18. **Clarifications:** Any clarifications needed shall be submitted in written to MCANepalPA@cardno.com not later than 21 October 2020 by 12:00 hours Nepal Time. MCA-Nepal will consolidate all submitted requests for clarifications and will issue a Q&A document not later than 22 October 2020.
19. 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 Service Provider- Radio Network Services**".
20. The File request link (Dropbox link) for **submission of quotations:** <https://www.dropbox.com/request/FlwSfjiNPHnippHommXo>
21. Please note that the provided **Dropbox link** will expire on the **deadline for submission** indicated in *22 below*, consequently no late quotations will be received.
22. Deadline for submission of quotations is **2 November 2020, at 14:00 hours local time in Kathmandu, Nepal (GMT+5:45)**.
23. 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. Sample Contract/Purchase Order

## Annex 1

### Terms of Reference/ Terms of Services

#### Procurement of Radio Network Services

#### Terms of Reference

<b>Entity:</b>	Millennium Challenge Account Nepal (MCA-Nepal)
<b>Required Number:</b>	One
<b>Required Service:</b>	Radio Network
<b>Division:</b>	Communications
<b>Report to:</b>	MCA-Nepal Communications Manager
<b>Types:</b>	Non-Consulting Service
<b>Duration:</b>	3 months

#### **1. Background**

In September of 2017, the Millennium Challenge Corporation (MCC) signed a \$500 million Compact with the Government of Nepal. The MCC Nepal Compact aims to increase the availability and reliability of electricity and facilitate power trade between Nepal and the region with two infrastructure projects.

The Electricity Transmission Project, a National Pride Project, will build approximately 300 km of 400 kV electricity transmission lines and three substations, and provide technical assistance for the power sector in Nepal. The 300 km of transmission line will pass through 30 municipalities in 10 districts. 856 towers will be installed to support the transmission lines. The locations for the three substations are in Ratmate, Damauli and New Butwal. The Road Maintenance Project aims to enhance current practices in the maintenance of up to 305 km of Nepal's strategic roads network and will provide technical assistance to the Department of Roads (DoR) and Roads Board Nepal. Maintenance interventions will include pavement improvement techniques and include safety enhancement features.

Ratification of the MCC Nepal Compact is one of the Conditions Precedent to achieve Entry Into Force (EIF), after which the five-year clock for project completion begins. The MCC Nepal Compact was submitted on 15 July 2019 to the Parliament Secretariat for parliamentary ratification. The Parliament was prorogued in late September 2019 without ratifying the MCC Compact. Delays in resumption of the Parliament led to significant public discussion of the Compact including amplification of disinformation on the project, and inaccurate messaging on the Compact and the MCC itself.

This disinformation has now reached vast sections of the general public and has created a negative impression about the intent of the Compact. There is also the risk that these negative attitudes will prevail and impede project implementation even after ratification is achieved. Millennium Challenge Account Nepal (MCA-Nepal), a government development board entrusted with program implementation, is charged with helping the public and stakeholders understand the Compact and eliminate disinformation. Therefore, engaging the public via the radio to disseminate facts and counteract fabricated information regarding the Compact has been identified as one of the activities in the communications plan for MCA-Nepal. The following

paragraphs detail the scope of work and other requirements for the engagement of the services of a Radio Network.

## **2. Objective**

The primary objective covered under this scope is to prepare, produce and broadcast 1) four (4) radio discussion programs and 2) three (3) Public Service Announcements (PSAs) for 3 months (one PSA each for one month) that will reach out to the public in all 77 districts of Nepal in order to provide them with correct and factual information regarding the MCC Nepal Compact and to counter misinformation and conspiracy theories.

## **3. Scope of Work**

The selected radio network will be required to perform the following tasks:

### **Task #1: Organize and Air Four Radio Discussion on MCC Compact**

The selected Radio Network will be in charge of preparing, organizing and airing four radio discussions in Nepali language on the MCC Compact implementation involving different kinds of stakeholders – at least one representative from civil society and/or local government structures – from Province 3, 4 and 5 which will receive the benefits of the Compact projects. The Radio Discussions shall be broadcast in all project affected areas. (Districts in all three provinces) s.

The organization of the Radio Discussions would entail:

- a. Selection of theme of discussion, participants and moderators for MCA-Nepal approval
- b. Modality: Pre-recorded productions
- c. Subject Matter and issues to discuss related to the MCC Compact and its projects
- d. Schedule for the discussions to be aired bi-weekly
- e. Recording of the entire radio discussion
- f. Arrangement of all logistic for participants.

The duration of each radio discussion will be 30 minutes, with no commercial breaks

### **Task #2: Produce and Broadcast 3 Different PSAs within a span of 3 months**

For this task the selected Radio Network will be in charge of preparing content, producing and broadcasting 3 different PSAs of one-minute each in Nepali language with the messaging focused on but not limited to:

- (a) Economic/positive impact of building transmission lines and cross-border power trade, need for MCC's investment, risk to hydropower investors in the absence of infrastructure, country's climate for foreign investors.
- (b) Social media should not be trusted for information on matters related to international agreements such as MCC Compact- visit website of MCA-Nepal or Federal Parliament website. MCA-Nepal's website, FB, Twitter, email should be considered the official and accurate source of information on the Compact.

The selected Radio Network shall:

- (a) Based on MCA-Nepal provided information, propose the format, text and duration of each PSA
- (b) Propose the best schedule for broadcasting the PSAs, the one that will potentially reach a high percentage of the target audience



(c) Upon MCA-Nepal's approval, broadcasting of the 3 PSA's on the agreed schedule.

#### **4. Qualification and Evaluation Criteria**

- Demonstrated knowledge and expertise in producing radio programs and PSAs, including selection of speakers well versed on the subject matter, planning for a structured talk program with Q&As. **Involvement in at least 2 similar projects is required.**
- Established radio network with at least 5 years' experience of broadcasting radio programs nationwide with its linkages to radio stations in 77 districts.
- Professional relationships with an assortment of stakeholders in all provinces ( focus on Province 3, 4 and 5) with samples of radio discussions produced.
- Working experience with development organizations and reaching out to communities and people, including the indigenous peoples and in rural areas of Nepal.
- Demonstrated experience in producing Nepali language programs.

**(Note: the service provider shall submit the documentary evidence or samples of work done in the past for the above-mentioned requirements along with the submission of quotation)**

The evaluation will start with the lowest priced quotation and if the bidder is found in compliance with the above criteria (Pass/Fail) the contract will be awarded

#### **5. Duration of Service**

The assignment is expected to start by 15 November 2020 and will have to be completed within 3 months from the effective date.

#### **6. Schedule of Payments**

**The proposed contract is a lump sum fixed contract with the following schedule of deliverables and payments:**

No	Description of the Deliverable	Due Date	Amount to be paid % of Contract Price
1	Production and broadcast of first PSA in accordance with MCA-Nepal approval in 77 districts.	2 weeks after Start date	20%
2	Production and broadcast of second PSA in accordance with MCA-Nepal approval in 77 districts.	4 weeks after first	20%
3	Production and broadcast of third PSA in accordance with MCA-Nepal approval in 77 districts.	4 weeks after second	20 %
4	Production and broadcast of 4 radio discussions on MCC Compact after MCA-Nepal approval in three provinces (Province 3,4 and 5).	2 weeks after commencement date and within 3 months	30% to be paid after delivery of all four discussions
5	Final report on completion of activities, no of radios mobilized per	After delivery of 1, 2 and 3.	10 %

	district, total reach and feedback from listeners (if possible).		
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**Payment conditions: 30 days after approval of the corresponding deliverable and submission of a valid invoice.**

**7. Support and Facilities to be Provided by MCA-Nepal**

MCA-Nepal will provide documentation related to MCC and the Compact and its implementation, facts, frequently asked questions and similar information to be used for undertaking the assignment. The MCA-Nepal Communication team will act as counterpart for the assignment and as such, will participate in informational meetings with the Radio Network.

As needed, MCA-Nepal may provide presentation letters and facilitate access to information concerning Implementing Entities.

**Annex 2**

**Quotation Submission Form**

**Procurement of Radio Network Services**

**Bidder/Service Provider:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Item #	Description of Goods	Unit	Quantity	Service Provider's Quotation Price		Amount
				Price in Nepalese Rupees (NPR)		
				In Figure	In words	
(1)	(2)	(3)		(4)	(5)	(6)
	<b>Service required</b>					
1	Task #1: Organize and Air Four Radio Discussion on MCC Compact	Lump Sum	1			
2	Task #2: Produce and Broadcast 3 Different PSAs within a span of 3 months	Lump Sum	1			
<b>Total Excluding VAT</b>						
<b>Value of VAT</b>						
<b>Grand Total</b>						

**Note:**

1. Payment shall be only after approval of the deliverables and submission of a valid invoice with approval of the deliverables. In case VAT is not mentioned, it will be assumed the cost does not include VAT.
2. 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: \_\_\_\_\_

Phone/Mobile Number: \_\_\_\_\_

## **Annex 3**

### **Sample Contract**

## Contract Agreement

This CONTRACT AGREEMENT (this “Contract”) is made as of the **[day]** of **[month]**, **[year]**, between **Millennium Challenge Account Nepal** (the “Employer”), on the one part, and **[full legal name of Service Provider]** (the “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 “Employer”), on the one part, and **[full legal name of lead Service Provider]** (the “Service provider”) 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 Employer 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”) and approximately **USD 130 million** from the Government of Nepal for a total of approximately **USD 630 million**. The Government, acting through the Employer, 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 Employer shall derive any rights from the Compact or have any claim to the proceeds of MCC Funding; and
- (b) The Employer invited quotations 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 Employer to the Service Provider as set forth in this Contract, the Service Provider hereby covenants with the Employer 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 Employer 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 **the Employer:**

Millennium Challenge Account Nepal  
("MCA-Nepal")

Signature

Name

Witness:

Signature

Name

For **the Service Provider:**

**[full legal name of the Service  
Provider]:**

Signature

Name

Witness:

Signature

Name

***[Note: If the 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]**

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**[Authorized Representative]**

**[Name of Member]**

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**[Authorized Representative]**

The following annexes will be the part of Contract:

Attachment A: General terms and Conditions of this Request for Quotation Document.

Attachment B: Terms of Reference/ Terms of Services

Attachment C: Quotation submitted by [Service Provider Name] on [date of submission]

Attachment D: MCC's Policy – Annex to General Provisions

**Attachment A: General terms and Conditions of this Contract/Purchase Order.**

**1) Detail of Service:** You are required to provide all the services Service as per the terms and conditions and as detailed below:

<b>MCA-N/PM/SH/037</b>		<b>Date:</b>			
Employer: Millennium Challenge Account Nepal (MCA-Nepal)		Procurement of Radio Network Services			
Service Provider/Service Provider:					
Address:		Tel:		Fax:	VAT No:
Email Address:		Cell No:			
Contact Name:					
<b>ORDER</b>					
<b>Item #</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit price (NPR)</b>	<b>Total price (NPR)</b>
	<b>Service required</b>				
1	Task #1: Organize and Air Four Radio Discussion on MCC Compact	Lump Sum	As per Scope of Work and ToR		
2	Task #2: Produce and Broadcast 3 Different PSAs within a span of 3 months	Lump Sum	As per Scope of Work and ToR		
<b>TOTAL AMOUNT EXCLUDING VAT</b>					
<b>VAT</b>					
<b>GRAND TOTAL</b>					

**2) Contract Sum:** NPR XX (insert amount in words) including local taxes and VAT.

**3) Tax:** Except as may be exempt pursuant to the Compact, MCA-Nepal and all Providers, Covered Providers, Project Partners, contractors (prime contractors and subcontractors), consultants, and other entities and individuals that receive MCC funding directly or indirectly in furtherance of the Compact are exempt from Taxes or will be refunded equal amount of Taxes paid in respect of the MCC funding in accordance with Section 2.8 of the Compact available at: <https://assets.mcc.gov/content/uploads/compact-nepal.pdf>.

**4) Effective Date:** Effective date will be the date of issuance of Notice to Proceed (NTP) by MCA-Nepal to the service provider after the dual signature of the contract (purchase order).

**5) Contract term:** The service provider shall provide the all the services within *3 months* from the effective date of this contract. For the payment purposes, the contract duration will be valid for four and half (4.5) months.



- 6) **Liquidated Damages:** The Service provider agrees that failing to deliver any or all of Services within the period(s) specified in the Contract, the Employer shall, without prejudice to its other remedies under the Purchase Order, deduct from the Contract Price (or deliverable price as applicable), as liquidated damages, a sum equivalent to one percent (1%) of the purchase order price for each week of delay in provision of the Services unperformed/non-delivered Services, until actual delivery or performance, up to a maximum deduction of ten percent (10%) of the purchase order value. Once the maximum is reached, the Employer may consider canceling the Purchase Order. The Service provider is bound to provide the amount of liquidated damages, which will be recovered from the Service provider in case of their non-performance.
- 7) **Contract Manager:** For the purpose of management of the contract/purchase order from the Employer's side, the Contract Manager is:

**Communications Manager**

Millennium Challenge Account Nepal (MCA-Nepal)  
Yak and Yeti Hotel Convention Center,  
Durbar Marg,  
Kathmandu, Nepal.  
Email:

MCA-Nepal may delegate any of the duties of Contract Manager and responsibilities to other people, after notifying the Contractor, and may cancel any delegation after notifying the Contractor. Also, MCA-Nepal may, by written notice to the Consultant and without amending this contract, replace the MCA-Nepal Contract Manager. After signing this Purchase Order, the Service Provider shall have all communications related to contract implementation through the Contract Manager.

Contact person of Service Provider:

Name:  
Designation:  
Email:  
Contact (mobile):  
Phone:

8) **Payment Conditions:**

Prices mentioned in this purchase order are all-inclusive in Nepalese Rupees (NPR). The offered price should include all costs needed to provide the services in accordance with the Terms of Reference and Conditions of Contract. No additional cost shall be paid apart from the quoted price for goods stated under this Purchase order. Please note that the address of MCA-Nepal Office is Yak & Yeti Hotel Convention Center (second floor), Durbar Marg, Kathmandu. Upon acceptance of the services by MCA-Nepal, Purchaser will then be obligated to pay 100% of the due amount **within**

**thirty (30) calendar days** of completion or satisfactory performance of the contract. The following documentation must be supplied for payments to be made:

- i). Original Invoice (Submitted invoice should include PAN number of MCA-Nepal);
- ii). A delivery and acceptance note evidencing received of the services; and verified by the contract manager to confirm that that the services delivered are as per the signed purchase order and;
- iii). The Supplier shall comply with any other payment instructions as may be reasonably given by MCA-Nepal.

## **9) Invoice**

The invoice should include the VAT registration number and the name of the account holder, the account number (IBAN), bank name, bank branch and SWIFT code. The Invoice(s) must be submitted to the following address:

Millennium Challenge Account Nepal (MCA-Nepal)  
Yak and Yeti Hotel Complex, Durbar Marg  
Kathmandu, Nepal.  
Attn: Executive Director  
Email:

## **10) Bank Details of the Service Provider:**

Name of the Bank:  
Branch Address:  
Name of the Account:  
Account No:  
SWIFT Code:  
IBAN: (if applicable)

## **11) Force Majeure:**

- I. For the purposes of this Contract, "Force Majeure" means an event or condition that (a) is not reasonably foreseeable and is beyond the reasonable control of a Party, and is not the result of any acts, omissions or delays of the Party relying on such event of Force Majeure, (or of any third person over whom such Party has control, including any Sub-Consultant), (b) is not an act, event or condition the risks or consequence of which such Party has expressly agreed to assume under this Contract, (c) could not have been prevented, remedied or cured by such Party's reasonable diligence, and (d) makes such Party's performance of its obligations under this Contract impossible or so impractical as to be considered impossible under the circumstances.
- II. The failure of a Party to fulfil any of its obligations under this Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as

practicable (and in no event later than five (5) days after the occurrence) about the occurrence of an event giving rise to a claim of Force Majeure.

- III. Subject to Clause VI of Force Majeure, a Party affected by an event of Force Majeure shall continue to perform its obligations under this Contract as far as is reasonably practical, and shall take all reasonable measures to minimize and otherwise mitigate the consequences of any event of Force Majeure.
- IV. A Party affected by an event of Force Majeure shall provide evidence of the nature and cause of such event and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- V. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- VI. During the period of its inability to perform the Services as a result of an event of Force Majeure, the Service Provider, upon instructions by the MCA-Nepal, shall either:
  - (a) demobilize, in which case the Consultant shall be reimbursed for additional costs it reasonably and necessarily incurred and, if the Consultant is required by the MCA Entity to reactive its performance of the Services at the time of restoration of normal conditions, the additional costs the Service Provider reasonably and necessarily incurred as part of such reactivation; or
  - (b) continue with the Services to the extent possible, in which case the Service Provider shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- VII. In the case of disagreement between the Parties as to the existence or extent of and event of Force Majeure, the matter shall be settled by amicable settlement.

**12) Failure to Perform:** The Employer may cancel, at any time, this Purchase Order if the Service Provider fails to deliver the Services in strict accordance with the above terms and conditions. Failure to perform in this contract may be the reason for rejection of the quotation/bids in future bidding process.

**13) Amicable Settlement of Disputes.**

The Parties shall seek to resolve any dispute amicably by mutual consultation.

**14) Disputes Resolution.**

Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to and determined by a sole arbitrator to be appointed by agreement between the Parties or in default of agreement by the Parties, in accordance with Law of Nepal. The arbitration shall be held in Kathmandu, Nepal and the language of the arbitration shall be English. The arbitral award shall

be final and binding. Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under the Contract. MCC has the right to be an observer to any arbitration proceeding associated with this Contract, at its sole discretion, but does not have the obligation to participate in any arbitration proceeding.

- 15) Start Date:** The contract/Purchase Order will commence on the date included in the Notice to Proceed (NTP) to be issued by MCA-Nepal.

**Attachment B: Terms of Reference/ Terms of Services**

**Attachment C: Quotation submitted by [Service Provider Name] on  
[date of submission]**

## Attachment D: MCC's Policy – Annex to General Provisions



MILLENNIUM

CHALLENGE CORPORATION

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UNITED STATES OF AMERICA

### Annex of General Provisions

Capitalized terms that are used but not defined in this Annex shall have the meaning given to them in the agreement or contract to which this Annex is attached (the “Agreement”) and that certain Millennium Challenge Compact by and between the United States of America, acting through MCC, and the Government, signed in Washington, DC on 14<sup>th</sup> September 2017, as may be amended from time to time (the “Compact”).

The Government, acting through **MCA-Nepal**, the legal entity established by the Government to be responsible for the oversight and management of the implementation of the Compact on behalf of the Government (the “MCA Entity”), has received a grant from MCC pursuant to the Compact and intends to apply a portion of the proceeds of the Compact to eligible payments under this Agreement, provided that (i) such payments will only be made at the request of and on behalf of the MCA Entity and as authorized by the Fiscal Agent, (ii) MCC shall have no obligations to **the Service Provider** (for the purposes of this Annex, the “Counter Party”) under the Compact or this Agreement, (iii) such payments will be subject, in all respects, to the terms and conditions of the Compact, and (iv) no party other than the MCA Entity shall derive any rights from the Compact or have any claim to MCC Funding.

#### A. MCC Status; Reserved Rights; Third-Party Beneficiary

1. *MCC Status.* MCC is a United States government corporation acting on behalf of the United States government in the implementation of the Compact. MCC has no liability under this Agreement and is immune from any action or proceeding arising under or relating to this Agreement. In matters arising

under or relating to this Agreement, MCC is not subject to the jurisdiction of the courts or any other juridical or other body of any jurisdiction.

2. *MCC Reserved Rights.*

- a. Certain rights are expressly reserved to MCC under this Agreement, the Compact, the Program Implementation Agreement, and other related Compact documents, including the right to approve the terms and conditions of this Agreement, as well as any amendments or modifications hereto, and the right to suspend or terminate this Agreement.
- b. MCC, in reserving such rights under this Agreement, the Compact or other related Compact documents, has acted solely as a funding entity to assure the proper use of United States Government funds, and any decision by MCC to exercise or refrain from exercising these rights shall be made as a funding entity in the course of funding the activity and shall not be construed as making MCC a party to this Agreement.
- c. MCC may, from time to time, exercise its rights, or discuss matters related to this Agreement with the parties to this Agreement, the Government or the MCA Entity, as appropriate, jointly or separately, without thereby incurring any responsibility or liability to any party.
- d. Any approval (or failure to approve) or exercise of (or failure to exercise) any rights by MCC shall not bar the Government, the MCA Entity, MCC or any other person or entity from asserting any right against the Counter Party, or relieve the Counter Party of any liability, which the Counter Party might otherwise have to the Government, MCA Entity, MCC, or any other person or entity. For the purposes of this clause (d), MCC shall be deemed to include any MCC officer, director, employee, affiliate, contractor, agent or representative.

3. *Third-Party Beneficiary.* MCC shall be deemed to be a third party beneficiary under this Agreement

**B. Limitations on the Use or Treatment of MCC Funding.**

The use and treatment of MCC Funding in connection with the Agreement does not, and shall not, violate any limitations or requirements specified in the Compact, the Program Implementation Agreement, any Supplemental Agreement, or any other relevant agreement or Implementation Letter or applicable Laws or United States government policy. No MCC Funding shall be used for military purposes, for any activity likely to cause a substantial loss of United States jobs or a substantial displacement of United States production, to support any activity likely to cause a significant environmental, health or safety hazard, or to fund abortions or



involuntary sterilizations as a method of family planning. MCC Funding shall be free from the payment or imposition of all Taxes as set forth in the Compact.

### C. Procurement.

The Counter Party shall ensure that all procurements of goods, services or works under, related to or in furtherance of this Agreement shall be consistent with the general principles set forth in Section 3.6 of the Compact and in the MCC Program Procurement Guidelines. The Counter Party shall comply with the eligibility requirements related to prohibited source or restricted party provisions in accordance with U.S. law, regulations and policy, applicable World Bank policies or guidelines and in accordance with other eligibility requirements as may be specified by MCC or the MCA Entity.

### D. Reports and Information; Access; Audits; Reviews

1. *Reports and Information.* The Counter Party shall maintain such books and records and provide such reports, documents, data or other information to the MCA Entity in the manner and to the extent required by Section 3.7) of the Compact, the Program Implementation Agreement, any Supplemental Agreement, or other related Compact document, and as may be reasonably requested by the MCA Entity from time to time in order to comply with its reporting requirements arising under the Compact, the Program Implementation Agreement, any Supplemental Agreement, or other related Compact document. The provisions of Section 3.7 of the Compact that are applicable to the Government shall apply, *mutatis mutandis*, to the Counter Party as if such Counter Party were the Government under the Compact. A summary of the applicable Compact provisions referenced in this paragraph may be found on the MCC website at [www.mcc.gov/guidance/compact/audits\\_reviews\\_provisions.pdf](http://www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf).
2. *Access; Audits and Reviews.* The Counter Party shall permit such access, audits, reviews and evaluations as provided in the Compact, including without limitation Section 3.8 of the Compact, the Program Implementation Agreement, any Supplemental Agreement, or other related Compact document. The provisions of the Compact that are applicable to the Government with respect to access and audits shall apply, *mutatis mutandis*, to the Counter Party as if such Contract Party were the Government under the Compact. A summary of the applicable Compact provisions referenced in this paragraph may be found on the MCC website at [www.mcc.gov/guidance/compact/audits\\_reviews\\_provisions.pdf](http://www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf).
3. *Application to Providers.* The Counter Party shall ensure the inclusion of the

applicable audit, access and reporting requirements in its contracts or agreements with other Providers in connection with the Agreement. A summary of the applicable requirements may be found on the MCC website at [www.mcc.gov/guidance/compact/audits\\_reviews\\_provisions.pdf](http://www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf).

#### E. Compliance with Anti-Corruption Legislation.

The Counter Party shall ensure that no payments have been or will be made by such Counter Party to any official of the Government, the MCA Entity, or any third party (including any other government official) in connection with this Agreement in violation of the United States Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. 78a et seq.) (the "FCPA") or that would otherwise be in violation of the FCPA if the party making such payment were deemed to be a United States person or entity subject to the FCPA, or similar statute applicable to this Agreement, including any local laws. The Counter Party affirms that no payments have been or will be received by any official, employee, agent or representative of such Counter Party in connection with this Agreement in violation of the FCPA or that would otherwise be in violation of the FCPA if the party making such payment were deemed to be a United States person or entity subject to the FCPA, or similar statute applicable to this Agreement, including any local laws.

#### F. Compliance with Anti-Money Laundering Legislation.

The Counter Party shall ensure that MCC Funding pursuant to this Agreement is not used for money- laundering activities and, to that end, shall comply with any policies and procedures for monitoring its operations to ensure compliance, as may be established from time to time by the Counter Party, MCC, the MCA Entity, the Fiscal Agent, the Procurement Agent, or the Bank.

#### G. Compliance with Terrorist Financing Legislation and Other Restrictions.

1. The Counter Party to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide material support or resources (as defined below) directly or indirectly to, or knowingly permit any funding (including without limitation MCC Funding) to be transferred to, any individual, corporation or other entity that the Counter 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](http://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](http://www.sam.gov), or (iv) on such other list as the MCA Entity may request from time to time.

For purposes of this provision,

- a. "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.
  - b. "Training" means instruction or teaching designed to impart a specific skill, as opposed to general knowledge.
  - c. "Expert advice or assistance" means advice or assistance derived from scientific, technical, or other specialized knowledge.
2. The Counter 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 Counter 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](http://www.mcc.gov). The Counter 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 Counter Party shall apply as set forth in Section 5.1 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, the Program Implementation Agreement, any Supplemental Agreement, or other related Compact document, or that materially and adversely affects the Program Assets or any Permitted Account.

#### H. Publicity, Information and Marking.

The Counter Party shall cooperate with the MCA Entity and the Government to provide the appropriate publicity to the goods, works and services provided under this Agreement, including identifying Program activity sites and marking Program Assets as goods, services, and works funded by the United States, acting through MCC, all in accordance with the MCC Standards for Global Marking available on the MCC website at <https://www.mcc.gov/resources/doc/standards-for-global-marking> provided, any announcement, press release or statement regarding MCC or the fact that MCC is funding the Program or any other publicity materials referencing MCC, shall be subject to prior approval by MCC and shall be consistent with any instructions provided by MCC from time to time in relevant Implementation Letters. Upon the termination or expiration of the Compact, MCC may request the removal of, and the Contract Party shall, upon such request, remove, or cause the removal of, any such markings and any references to MCC in any publicity materials. MCC shall have the right to use any information or data provided in any report or document provided to MCC for the purpose of satisfying MCC's reporting requirements or in any other manner.

#### I. Insurance.

The Counter Party shall obtain insurance, performance bonds, guarantees or other protections appropriate to cover against risks or liabilities associated with performance of the Agreement. The Contract Party shall be named as payee on any such insurance and the beneficiary of any such guarantee or performance bond. MCC and the MCA Entity shall be named as additional insureds on any such

insurance or other guarantee, to the extent permissible under applicable laws. The Counter Party shall ensure that any proceeds from claims paid under such insurance or any other form of guarantee shall be used to replace or repair any loss or to pursue the procurement of the covered goods, services, works, *provided, however*, at MCC's election, such proceeds shall be deposited in an account as designated by the MCA Entity and acceptable to MCC or as otherwise directed by MCC.

#### J. Conflict of Interest.

The Counter Party shall ensure that no person or entity shall participate in the selection, award, administration or oversight of a contract, grant or other benefit or transaction funded in whole or in part (directly or indirectly) by MCC Funding in connection with this Agreement, in which (i) the entity, the person, members of the person's immediate family or household or his or her business partners, or organizations controlled by or substantially involving such person or entity, has or have a financial or other interest or (ii) the person or entity is negotiating or has any arrangement concerning prospective employment, unless such person or entity has first disclosed in writing to the parties under this Agreement and MCC the conflict of interest and, following such disclosure, the parties to this Agreement agree in writing to proceed notwithstanding such conflict. The Counter Party shall ensure that no person or entity involved in the selection, award, administration, oversight or implementation of any contract, grant or other benefit or transaction funded in whole or in part (directly or indirectly) by MCC Funding in connection with this Agreement shall solicit or accept from or offer to a third party or seek or be promised (directly or indirectly) for itself or for another person or entity any gift, gratuity, favor or benefit, other than items of *de minimis* value and otherwise consistent with such guidance as MCC may provide from time to time.

#### K. Inconsistencies.

In the event of any conflict between this Agreement and the Compact and/or the Program Implementation Agreement, the term(s) of the Compact and/or the Program Implementation Agreement shall prevail.

#### L. Other Provisions

The Counter Party shall abide by such other terms or conditions as may be specified by the MCA Entity or MCC in connection with the Agreement.

#### M. Flow-Through Provisions.

In any subcontract or sub-award entered into by the Counter Party, as permitted by the Agreement, the Counter Party shall ensure the inclusion of all the provisions contained in paragraphs (A) through (L) above.

## **Annex 3**

### Check List for Submission of the Quotation

1. Completely filled and signed Quotation Submission Form
2. Firm/ Company Registration in similar field.
3. PAN/VAT/TAX Registration.
4. Tax clearance certificate.
5. Power of Attorney in support of person signing the Quote.
6. Documents to support Qualification and Experience of the Firm as per Clause 13 of this Request for Quotation (RFQ).
7. Bank Details of Bidder (Will be used only for bidder to whom contract will be awarded):

Name of the Bank:

Branch Address:

Name of the Account:

Account No:

SWIFT Code:

IBAN: