

Selection of Individual Consultants



Millennium Challenge Account Nepal On behalf of the Government of Nepal

REQUEST FOR APPLICATIONS

Issued on: **10 August 2021**

for

Consultant – Stakeholder Relations

Ref No: **MCA-N/ETP/ICS/041**



MILLENNIUM
CHALLENGE CORPORATION
UNITED STATES OF AMERICA

Table of Contents

<u>SECTION 1. GENERAL INSTRUCTIONS TO CONSULTANTS (GIC)</u>	3
<u>SECTION 2. SPECIFIC INSTRUCTIONS TO CONSULTANTS (SIC)</u>	4
<u>SECTION 3. APPLICATION FORMS</u>	8
<u>SECTION 4. TERMS OF REFERENCE</u>	18
<u>SECTION 5. EVALUATION CRITERIA</u>	22
<u>SECTION 6. CONTRACT DOCUMENTS</u>	24
<u>FORM OF CONTRACT</u>	25
<u>CONDITIONS OF CONTRACT</u>	27
<u>ATTACHMENT 2: MCC’S POLICY – ANNEX TO GENERAL PROVISIONS</u>	36
APPENDIX A – DESCRIPTION OF SERVICES AND REPORTING REQUIREMENTS	37
APPENDIX B - CONSULTANT CV	38
APPENDIX C – CONSULTANT BANK DETAILS	39
APPENDIX D – NEGOTIATED STAFFING SCHEDULE (IF NECESSARY)	40
APPENDIX E – COST DETAILS	41

Section 1. General Instructions to Consultants (GIC)

The General Instructions to Consultants (GIC) is available from this link: https://mccus-my.sharepoint.com/:b:/g/personal/knutsongm_mcc_gov/EUHed2q6MkBEtwsH2pAL37kB2j0JhD4jCCR2diDvuM_ghQ?e=D97QMM.

Section 2. Specific Instructions to Consultants (SIC)

Kathmandu, Nepal
10 August 2021

Request for Applications for Consultant – Stakeholder Relations

1. The Government of Nepal, acting through the Ministry of Finance (the “Government”) and the United States of America, acting through the Millennium Challenge Corporation (“MCC”), entered into a Millennium Challenge Compact on September 14, 2017, providing for a grant of up to FIVE HUNDRED MILLION United States Dollars (US \$500,000,000) to advance economic growth and reduce poverty in Nepal (the “Compact”), to which the Government will contribute up to US\$130,000,000 for a program to reduce poverty through economic growth in Nepal. The Government, acting through the Millennium Challenge Account Nepal (the “MCA-Nepal”), intends to apply a portion of the MCC Funding to eligible payments under a contract for which this Request for Applications (“RFA”) is issued.
2. The Compact program includes investment from MCC of approximately US\$500 million and an additional US\$130 million from the Government, for a total of approximately US\$630 million. It includes two projects: (i) construction of about 315 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. MCC requires that all beneficiaries of MCC Funding, including the MCA Entity and any applicants, Bidders, Suppliers, contractors, Subcontractors, consultants, and sub-consultants under any MCC-funded contracts, observe the highest standards of ethics during the procurement and execution of such contracts. *MCC’s Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations* (“MCC’s AFC Policy”) is applicable to all procurements and contracts involving MCC Funding and can be found on the MCC website at: <https://www.mcc.gov/resources/doc/policy-fraud-and-corruption>.
4. The MCA-Nepal now invites Applications from eligible Individual Consultants to provide the consultant services “**Consultant – Stakeholder Relations**”.

5. **Contract start date and duration.** The location of the assignment is Kathmandu. The assignment is for an intermittent input of 90 days during a 12 months period and expected start date is by Mid November 2021.
6. The required qualifications for the Individual Consultant to be considered are indicated in Section 5 (Evaluation Criteria).
7. All applicants are expected to be eligible individual consultants as per the eligibility criteria provided under GIC Clause 6, including the restrictions to apply to government employees. In the case where an applicant falls under GIC Sub-clauses 6.8(a) – 6.8(e), who may have left the MCA Entity within a period of less than twelve (12) months of the date of the RFA, it must obtain a “no-objection” from the MCA Entity for the inclusion of such a person, prior to the applicant’s submission of its Application.
8. Interested Individual Consultants are requested to submit their Applications using the forms provided for this purpose in Section 3 (Application Forms) of this RFA.
9. A Pre-Application Conference **will not** be held.
10. Individual Consultants are advised to seek clarifications to this RFA by email to **MCANepalPA@cardno.com** by **1 PM (Nepal time) 17 August 2021**. The MCA Entity may not respond to any clarifications submitted after this date and time. All request for clarifications shall be official and in writing.
11. The estimated budget for this procurement is *not disclosed*. For the avoidance of doubt, this is a notional budget not a fixed upper limit.
12. Applications shall be submitted **only** electronically, using a File Request Link (FRL) which shall expire on the deadline for receipt of Applications as per Clause 15 below. This is the only acceptable method to submit Applications. Applications submitted by email, email attachment or as hard-copy (by hand, post, courier, etc.) shall be rejected.
13. The Technical Offer - Forms 1 and 2 (and Form 3, if applicable) - are not required to be password-protected, but may be protected at the Consultant’s discretion. Consultants who choose to password-protect their Technical Offers can do so to protect against inadvertent untimely opening of that document, but at their own responsibility for providing the correct password by the deadline indicated in Clause 15 below. If a Consultant fails to provide the correct password that opens the files so its relevant contents can be announced by the deadline indicated in Clause 15, their Application shall be rejected. Consultants cannot provide this password via the File Request Link, but should be sent to the email address indicated in Clause 10 above.
14. The Financial Offer (Form 4) shall be submitted with the other forms. The Financial Offer is not required to be password-protected, but may be protected at the Consultant’s discretion. Consultants who choose to password-protect their Financial Offers can do so

to protect against inadvertent untimely opening of that document, but at their own responsibility for providing the correct password when required by the MCA-Entity. A Consultant shall not submit the password to access its financial submission when submitting his/her Application; the password shall be requested by the MCA Entity after evaluating the Applications. If a Consultant fails to provide the correct password within 2 working days upon request by the MCA Entity, his/her entire Application shall be rejected.

15. The deadline for receipt of your application is **3:00 PM (Nepal time) 30 August 2021**. The FRL to submit your Application is: <https://www.dropbox.com/request/2g8f9BtM6ku8RHbPXseg>.

The same FRL can be used (more than once) to submit the technical and financial offers, and any additional or ancillary documentation. The entire application submission includes Technical Offer (Application Form and CV Form 1 and 2) and Financial Offer (Form 4). Technical and Financial Offers should be submitted in separate files.

16. All submitted documents (whether as standalone files or files in folders) shall be in Microsoft Office or PDF format. No compressed files or folders are accepted, thus documents submitted in any archived and/or compressed format (compressed by WinZip - including any application of the zip family-, WinRAR, 7z, 7zX, or any other similar formats) shall be rejected.

17. Consultants should use the following filename format for Applications:

- i. Technical Offer filename: [Consultant's Name] – Consultant- Stakeholder Relations - MCA-N/PM/ICS/041
- ii. Financial Offer filename: [Consultant's Name] – Consultant- Stakeholder Relations - MCA-N/PM/ICS/041

18. **Selection Procedure:** The Consultant will be selected in accordance with the procedures for selection of Individual Consultants set out in the MCC Program Procurement Guidelines which are provided on the MCC website (www.mcc.gov).

19. The selection process comprises two stages: (a) MCA- Nepal will evaluate the Applications and select the consultant with the most appropriate CV/qualifications and experience using the criteria provided in Section 5 of the RFA, then (b) the financial offer of the most qualified consultant will be opened. Contract award is subject to negotiations and a price reasonableness analysis. In the resultant contract, the Consultant will be paid only for time worked.

20. All applications shall be valid for a period of **90 days** from the deadline of submission.

21. The Bid Challenge System is accessible from <https://mcanp.org/procurement/bid-challenge-system/>.

Yours sincerely,

For MCA-Nepal

.....

Khadga Bahadur Bisht
Executive Director

Section 3. Application Forms

Form 1: Letter of Application

Kathmandu, August 2021

Executive Director
Millennium Challenge Account- Nepal
Address: 2nd & 3rd Floor, East Wing,
Lal Durbar Convention Centre,
Yak & Yeti Complex, Durbar Marg,
Kathmandu, Nepal.

Dear Sir/Madam,

**Re: Procurement of Consultant Services for Consultant – Stakeholder Relations
REF No: MCA-N/ETP/ICS/041**

I, the undersigned, offer to provide the consulting services for the above-mentioned assignment in accordance with the Request for Applications (RFA) dated 10 August 2021.

I hereby submit my Application including my latest updated Curriculum Vitae which contains among others my previous relevant assignments and references with complete contact details.

I hereby declare that all the information and statements made in this document are true and correct. I accept that any misinterpretation contained herein can lead to my disqualification.

I hereby certify that I am not engaged in, facilitating, or allowing any of the prohibited activities described in the *MCC Counter-Trafficking in Persons Policy* and that I will not engage in, facilitate, or allow any such prohibited activities for the duration of the Contract. Finally, I acknowledge that engaging in such activities is cause for suspension or termination of employment or of the Contract.

I acknowledge notice of *MCC's Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations*¹ and hereby certify that I am not engaged in or facilitating, any fraud and corruption as described in GIC Clause 4. Finally, I acknowledge that engaging in such activities is cause for suspension or termination of the Contract. I further certify that I am eligible to be awarded an MCC-funded contract as per the eligibility clauses of the *MCC Program Procurement Guidelines*.

¹ Available at www.mcc.gov/resources/doc/policy-fraud-and-corruption

If negotiations are held during the initial period of validity of the Application, I undertake to negotiate on the basis of my availability for the assignment.

My submission is subject to modifications arising from Contract negotiations.

I understand and accept without condition that, in accordance with Section 2 of this RFA (SIC), any challenge or protest to the process or results of this procurement may be brought only through the MCA Entity's Bid Challenge System (BCS).

I understand that you are not bound to accept any submissions that you may receive.

I acknowledge that my digital/digitized signature is valid and legally binding.

Yours Sincerely,

[Name of Individual Consultant]

[Date]:

[Email Id]:

[Address]:

[Phone/Mobile #]:

Form 2: Curriculum Vitae (CV)

Name	[Insert full name]				
Date of Birth	[Insert birth date]				
Nationality	[Insert nationality]				
Education	[Indicate college/university and other specialized education, giving names of institutions, degrees obtained, and dates of obtainment].				
Membership in Professional Associations	[insert information]				
Other Training	[Indicate appropriate postgraduate and other training]				
Countries of Work Experience	[List countries where the consultant has worked in the last ten years]				
Languages	[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing] <table><thead><tr><th>Language</th><th>Speaking</th><th>Reading</th><th>Writing</th></tr></thead></table>	Language	Speaking	Reading	Writing
Language	Speaking	Reading	Writing		
Employment Record	[Starting with present position, list in reverse order every employment held by the consultant since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.] From [month] [year]: To [month] [year]: Employer: Position(s) held:				
Work undertaken that best illustrates capability to handle the tasks assigned	[Among the assignments in which the consultant has been involved, indicate the following information for those assignments that best illustrate his/her capability to handle the tasks listed in the LOI] Name of assignment or project: Year: Location:				

MCA Entity:

Main project features:

Position held:

activities/tasks performed:

Publications

The consultant shall provide either published files or links to the publication under his/her name:

- 1.
- 2.

Social media:

The consultant shall provide the social media usernames of his/her personal/professional account:

- 1.
- 2.

References

*[List at least three individual references with substantial knowledge of your work. Include each reference's name, title, phone and e-mail contact information. **MCA-Nepal** reserves the right to contact other sources as well as to check references. References for MCC/MCA experience is provided below, separately]*

Past MCC/MCA Experience

[Insert information about any and all MCC-funded contracts (either with MCC directly or with any Millennium Challenge Account Entity, anywhere in the world) to which you are or had been a party whether as a lead Consultant, affiliate, associate, subsidiary, Sub-Consultant, or in any other role]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

I, the undersigned, hereby declare that I agree to participate

in the above-mentioned assignment. I further declare that I am able and willing to work for the period foreseen in the above referenced Request for Application.

Signature:

Date:

Form 3: Approach and Methodology
Not used

Form 4: Financial Offer

Kathmandu, August 2021

Executive Director
Millennium Challenge Account Nepal
Address: 2nd & 3rd Floor, East Wing,
Lal Durbar Convention Centre,
Yak & Yeti Complex, Durbar Marg,
Kathmandu

Dear Sir,

Re: Procurement of Consultant Services for Consultant – Stakeholder Relations
REF No: MCA-N/ETP/ICS/041

Dear Sir/Madam,

Having examined the Request for Applications Documents, I am pleased to submit the following financial proposal for the services to be provided:

[Include salary history for the past three years (in appendix 1 - Biographical Datasheet)].

Proposed daily rate = NPR...../day (excluding airfare, accommodation, per diem and other expenses and exclusive of VAT)

As part of acknowledging notice of *MCC's Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations*² and declaring that I have not engaged in fraud and corruption as described in GIC Clause 4, I certify that:

- (a) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to:
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.

- (b) The prices in this offer have not been and will not be knowingly disclosed by us, directly or indirectly, to any other offeror or competitor before Proposal opening or Contract award unless otherwise required by law;

² Available at www.mcc.gov/resources/doc/policy-fraud-and-corruption

- (c) No attempt has been made or will be made by us to induce any other concern to submit or not to submit an offer for the purpose of restricting competition; and

I understand that you are not bound to accept any proposal you may receive and that a binding contract would result only after final negotiations are concluded on the basis of the technical and price components proposed.

I acknowledge that my digital/digitized signature is valid and legally binding.

Yours sincerely,

[Name of Individual Consultant]

[Date]

Attachment 1 to Form 4

CONSULTANT BIOGRAPHICAL DATA SHEET					
1. Name (Last, First, Middle)		2. Consultant’s Name			
3. Employee’s Address (include ZIP code)		4. Contract Number Ref No: MCA- N/PM/ICS/041		5. Position Under Contract Consultant – Stakeholder Relations	
		6. Proposed rate		7. Duration of Assignment: 90 days over a period of 12 Months	
8. Telephone Number (include area code)		9. Place of Birth		10. Citizenship	
11. SPECIFIC CONSULTANT SERVICES (give last three (3) years)					
SIMILAR LONG-TERM SERVICES PERFORMED	EMPLOYER’S NAME AND ADDRESS POINT OF CONTACT &TELEPHONE #	Dates of Employment (mm/dd/yyyy)		Days at Rate	Monthly Rate In NPR
		From	To		
12. CERTIFICATION: To the best of my knowledge, the above facts as stated are true and correct.					
Signature				Date	

Note: Please attach the copy of the Contract(s) in Support of the rates stated above.

Attachment 2 to Form 4

Description	Unit	Qty	Rate	Total in NPR	Remarks
A. Remuneration					
Daily Fees:	day	90*			*90 days over a period of 12 months
Sub Total					
VAT (if applicable)					
Total with VAT -A					
B. Other Costs (Reimbursable Costs) if any:					
Sub Total		Total			
VAT (if applicable)					
Total with VAT - B					
Total A+B					

The Individual Consultant fees shall be paid on a monthly basis upon acceptance and verification of his/her monthly report. Consultant fees will be calculated as per agreed daily rate. Minimum half day rate will be applicable for any work which is equal to 4 hours of involvement. Payment will be made for days worked including days of travelling for MCA-Nepal's work.

For reimbursable if any, the Consultant will submit the originals of boarding passes, invoices and receipts of any expenses incurred based on the maximum approved costs.

The Consultant will only be paid for time worked.

Section 4. Terms of Reference

Terms of Reference *for* Consultant – Stakeholder Relations

Entity:	Millennium Challenge Account Nepal (MCA-Nepal)
Required Numbers:	One
Job Description:	
Position:	Consultant- Stakeholder Relations
Division:	Communications
Report to:	Executive Director
Types:	Consultant on Contract
Duration:	12 months (15 Nov 2021- 15 Oct 2022) i.e. 90 days input over a period of 12 months

Background

The Federal Democratic Republic of Nepal, acting through the Ministry of Finance (the “Government”) and the United States of America, acting through the Millennium Challenge Corporation (“MCC”), entered into a Compact on September 14, 2017, providing for a grant of up to FIVE HUNDRED MILLION United States Dollars (US \$500,000,000) to advance economic growth and reduce poverty in Nepal (the “Compact”), to which the Government will contribute up to US\$130,000,000 for a program to reduce poverty through economic growth in Nepal. The Government, acting through the Millennium Challenge Account-Nepal (the “MCA-Nepal”), intends to apply a portion of the MCC Funding to eligible payments under a contract for which this Request for Applications (“RFA”) is issued.

The Compact program includes two projects: (i) Electricity Transmission Project (ETP) will fund the construction of around 315 kilometers of 400kV electricity transmission lines, three substations, and provide technical assistance for the power sector; and (ii) The Road Maintenance Project (RMP) will fund technical assistance to improve the road maintenance regime and road maintenance works on around 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.

Ratification of the Compact is one of the Conditions Precedent to achieve Entry Into Force (EIF), after which the five-year clock for project completion begins. The 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 Compact. Delays in resumption of the Parliament led to significant public discussion of the Compact including amplification of disinformation on the projects, and inaccurate messaging on the Compact and the MCC itself.

This disinformation has now reached vast sections of the general public and stakeholders and has created a negative impression among certain segments of the population 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. Managing these risks and engaging with key stakeholders at the national and local level is key to disseminate facts and counteract fabricated information regarding the Compact and elevate the understanding of the projects to be implemented. The following paragraphs detail the objective, scope of work and other requirements for the position.

Objective

The objective of this assignment is to position the organization in the current scenario and build trust with key stakeholders addressing common misperceptions about the Compact, reinforcing the Compact’s positive and transformational aspects, and bridging the communication gap through meaningful engagement, specifically with political stakeholders.

Scope of Work

The Consultant will develop and execute a work plan to engage with relevant stakeholders, identifying opportunities to disseminate facts, build reputation and decrease impact of specific risk issues. He/ She will assist the Executive Director of MCA-Nepal to engage with political stakeholders for elevated understanding of the Compact and contribute to create a conducive environment for the implementation of projects.

The table below describes the roles and responsibilities of the Consultant.

Roles and Responsibilities: The Consultant shall render his/her services, as and when required, as per roles and responsibilities presented below;	
(i)	Develop and deliver a detailed work plan to engage with relevant stakeholders at all levels to amplify facts on the Compact and its projects.
(ii)	Liaise with MCA-Nepal communications unit for coordination on activities outlined in the plan.
(iii)	Map political stakeholders that will influence major decisions on the Compact, and engage with them to provide factual information.
(iv)	Prepare an information database of key political stakeholders for the Compact at the national level and local level in 11 districts where projects will be implemented.
(v)	Ensure all political and party-associated statements on the Compact are well recorded/documented to develop a response/no-response/clarification plan.
(vi)	Organize/facilitate meetings with political stakeholders on behalf of the Executive Director.
(vii)	Liaise with Federal and Provincial Parliamentarians in MCA-Nepal project areas and equip them with factual information on the Nepal Compact.

- (viii) Assess operational blockages prompted by disgruntled political groups in project areas, engage in consultation with them and facilitate in negotiation process.
- (ix) Ensure major political factions/leaders in project areas are given factual information on MCA-Nepal projects.
- (x) Advise MCA-Nepal Executive team during a crisis and develop appropriate responses/messaging in coordination with MCA-Nepal communications unit.
- (xi) Draft or improve editorial content such as op-eds, press releases, interviews, social media messages.
- (xii) Enhance MCA-Nepal’s social media presence by amplifying its social media messages or by referring users to its social media sites.
- (xiii) Monitor political developments and provide advisory on required communication approach.
- (xiv) Analyze news content and media opportunities and recommend strategies, interactions or approaches.
- (xv) Escalate major issues and messaging to MCA-Nepal Executive Director as part of the integrated reputation risk management approach and coordinate responses to current or potential issues.

Deliverables

1. Detailed Work Plan for stakeholder engagement
2. Brief Monthly Report detailing activities, results and time taken to deliver the results as per approved work plan.

Minimum Qualification and Requirements

The Consultant must have:

- a. Minimum of Bachelor’s degree in Mass Communications, Journalism, Political Science or any other relevant field. Master's degree will be an added advantage.
- b. Minimum of overall ten years of experience in public engagement, stakeholder relations and reputation risk management in development organization or private sector.
- c. Minimum of three years of experience in projects cultivating diverse stakeholder relationships, including with political stakeholders, media organizations, advancing communication and collaboration within overall experience.
- d. Minimum of three years of experience in negotiating with multiple stakeholders in a complex environment, managing crisis communications and devising strategies to protect reputation of organizations within overall experience.
- e. Demonstrated ability to enable an effective flow of information with key stakeholders (requiring high levels of written communication and reporting in English and Nepali as well as clear verbal presentation style in Nepali- *Sample of writings/articles with minimum of one submission in both English and Nepali should be provided as evidence of fulfillment of this criterion and this will be used as basis of evaluation*)
- f. Knowledge of in-country political landscape and ability to determine possible work scenarios for the Leadership.

- g. Strong interpersonal communication, stakeholder engagement and negotiation skills.
- h. Able to select and evaluate critical information to plan and manage stakeholder relations at the national and local level.
- i. Established and strong presence/followers in social media (Facebook, Twitter or Youtube etc.) preferable.

Criteria for Selection:

A detailed CV with stated evidence on how the Applicant fulfills the above criteria (a, b, c, d, e and i) should be sent to the address provided below. Among the above mentioned criteria, f, g and h will be evaluated during the interview. The candidate will be required to obtain a minimum of 68 (Sixty-Eight) points out of 85 in the evaluation of submitted CVs with stated evidences in order to qualify for the interview. The number of candidates to be interviewed will be determined at the sole discretion of MCA-Nepal. Top ranked candidates shall be called for interview as per discretion of MCA-Nepal. The candidate must obtain minimum 6 (six) out of 10 marks during the interview to be recommended for the award. The candidate with the highest score will be recommended for award subject to satisfactory references obtained and agreement on the rate and contents of the financial proposal.

Duration of Service and Level of Effort

The expected start date of assignment is by Mid November 2021 for a duration of 12 (twelve) months. The total input of the Consultant is estimated to be 90 (ninety) days over a period of twelve months. The input to be provided in a particular month will be as per the work plan and agreed in advance with the Contract Manager. The actual time spent on deliverables will be verified when the monthly report is submitted. The Consultant will be required to submit a brief monthly report to the Contract Manager.

Location of Service

The position will require the Consultant to visit MCA-Nepal office as per the workplan and travel to the field as per the need.

Reporting

This position will report directly to the Executive Director but will liaise and work closely with the MCA-Nepal Communications unit. MCA-Nepal Communications and Public Affairs Manager will act as the Contract Manager for this position.

Facilities Provided by MCA-Nepal

Shall be as per rules and regulations of MCA Nepal. For any travel outside of the Kathmandu valley, transportation, and accommodation in hotel and per diem allowance will be provided to the consultant as per MCA-Nepal regulations. Laptops and other IT equipment to be arranged by the incumbent.

Payment

The Individual Consultant fees shall be paid on monthly basis upon acceptance and verification of his/her monthly report and submission of valid VAT invoice. Consultant fees will be calculated as per agreed daily rate. Minimum half day rate will be applicable for any work which is equal to 4 hours of involvement. Payment will be made for days worked including days of travelling for MCA-Nepal's work.

Section 5. Evaluation Criteria

The Consultant is required to obtain a minimum of 68 (Sixty-Eight) points in order to qualify for the interview. The applicants will be notified of the results of the technical evaluation after the completion of the interview process. The Consultant with the highest score will be recommended for award subject to satisfactory references being obtained, successful negotiations, positive price reasonableness analysis and agreement on the rate and contents of the Financial Offer.

In the event that a Contract cannot be agreed between MCA-Nepal and the first-ranked Consultant, the second-ranked Consultant will then be invited for negotiations.

If none of the scores awarded by the Technical Evaluation Panel (TEP) reach or exceed the minimum technical score 68 (Sixty-Eight) points, the MCA Entity reserves the right to invite the Consultant receiving the highest technical score to negotiate both its Technical (if applicable) and Financial Proposals. If the negotiations fail to result in an acceptable contract within a reasonable time, the MCA Entity reserves the right to terminate the negotiations, at its sole discretion, and to invite—again, at its sole discretion—the Consultant receiving the next highest technical score to negotiate both its Technical (if applicable) and Financial Proposals.

The selection of the Individual Consultant will be based on the following criteria:

ITEM	CRITERIA	POINTS
1	<i>Education and Qualifications</i>	30
1.1	Minimum of Bachelor’s degree in Mass Communications, Journalism, Political Science or any other relevant field. Master's degree will be an added advantage.	15
1.2	Minimum of overall ten years of experience in public engagement, stakeholder relations and reputation risk management in development organization or private sector.	15
2	<i>Specific Experience of the Individual Consultant</i>	55
2.1	Minimum of three years of experience in projects cultivating diverse stakeholder relationships, including with political stakeholders, media organizations, advancing communication and collaboration within overall experience.	20
2.2	Minimum of three years of experience in negotiating with multiple stakeholders in a complex environment, managing crisis communications and devising strategies to protect reputation of organizations within overall experience.	15
2.3	Demonstrated ability to enable an effective flow of information with key	20

	stakeholders (requiring high levels of written communication and reporting in English and Nepali as well as clear verbal presentation style in Nepali- <i>Sample of writings/articles with minimum of one submission in both English and Nepali should be provided as evidence of fulfillment of this criterion and this will be used as basis of evaluation</i>)	
<i>Total Score before Interview</i>		85
3	<i>Additional Criteria (Additional Point)</i>	5
3.1	Established and strong presence/followers in social media (Facebook, Twitter or Youtube etc.) preferable. (The score of this criterion is as additional score. It will not affect the applicant passing score which is 68 out of 85. However, top ranked consultant will be selected with the total score including additional points)	5
<i>Total Score before Interview with Additional Points</i>		90
4	<i>Interview</i>	10
4.1	Interview to Judge strong interpersonal communication, stakeholder engagement and negotiation skills.	10
Total Score (Including Additional Point)		100

Note: The Consultant must obtain minimum 6 marks in the interview to be recommended for the award. Top ranked consultants shall be called for interview as per discretion of MCA-Nepal.

Technical Evaluation Framework

The Technical Evaluation Framework for Scoring is as follows:

- 0 = Not meeting the requirements
- 1 = Material deviation from the requirements
- 2 = Significant deviation from the requirements
- 3 = Marginal deviation from the requirements
- 4 = Meeting the requirements
- 4.3 = Marginally exceeding the requirements
- 4.7 = Significantly exceeding the requirements
- 5 = Outstandingly exceeding the requirements

Section 6. Contract Documents



CONTRACT FOR CONSULTANT' S SERVICES

Contract No. MCA-N/ETP/ICS/041

between

MILLENNIUM CHALLENGE ACCOUNT-Nepal

and

[Name of the Consultant]

for

Consultant – Stakeholder Relations

Dated: XX September 2021

Form of Contract

This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year], between [full legal name of the MCA Entity] (the “MCA Entity”), on the one part, and [full legal name of Consultant] (the “Consultant”), on the other part.

WHEREAS, the MCA Entity has accepted the Consultant’s proposal for the performance of the Services (the “Services”) described in the Description of Services in Appendix A, and the Consultant is capable and willing to perform said Services.

THE MCA ENTITY AND THE CONSULTANT (the “Parties”) AGREE AS FOLLOWS:

1. This Contract, its meaning, interpretation and the relation between the Parties shall be governed by the applicable law of **Nepal**.
2. The Contract is signed and executed in English language, and all communications, notices and modifications related to this Contract shall be made in writing and in the same language.
3. The total Contract price is [*insert amount and the currency*] and is *inclusive* of local taxes. The contract price includes all costs associated with the assignment, including remuneration of the Consultant (foreign and local, in the field and at the Consultants’ home office), travel expenses, accommodation, per diem and other expenses. **Appendix E** provides further details.
4. The expected date for the commencement of the Services is [*insert date, month and year*] at Kathmandu. The input to be provided by the Consultant is 90 days over a time period of *twelve months*.
5. The MCA-Entity designates the [*Insert Name and Title reporting Point of Contact*] as the MCA-Entity’s reporting point of contact.
6. Any dispute, controversy or claim that cannot be amicably settled between the parties and arising out of, or relating to this Contract or the breach, termination or invalidity thereof, shall be finally settled by Arbitration. The arbitration shall be conducted as per the rules and proceedings of Nepal Council of Arbitration (NEPCA) with the applicable laws of Nepal. The arbitration shall be held in Kathmandu and the language of the arbitration shall be English.
7. The following documents form an integral part of this Contract:
 - (a) The General Conditions of Contract (including Attachment 1 “*MCC’s Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations*” (“MCC’s AFC Policy”), Attachment 2 “Annex to General Provisions”).

- (b) Appendices:
 - Appendix A: Description of Services and Reporting Requirements
 - Appendix B: CV of the Expert
 - Appendix C: Bank Details of Consultant
 - Appendix D: Negotiated Schedule
 - Appendix E: Cost Details

SIGNED:

For and on behalf of Millennium Challenge Account Nepal

Khadga Bahadur Bisht
Executive Director

For and on behalf of [Name of Consultant]

[Consultant – name and signature]

Conditions of Contract

- 1. Corrupt and Fraudulent Practices**
 - 1.1 The Millennium Challenge Corporation (“MCC”) requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Attachment 1.
- 2. Commissions and Fees Disclosure**
 - 2.1 The MCA Entity requires that the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by MCC.
- 3. Force Majeure**
 - Definition**
 - 3.1 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, (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. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
 - No Breach of Contract**
 - 3.2 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.
 - Measures to be Taken**
 - 3.3 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the

consequences of any event of Force Majeure.

- 3.4 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.
- 3.5 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the MCA Entity, shall either:
- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the MCA Entity, in reactivating the Services; or
 - (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

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 in accordance with GCC Clause 17.

4. Suspension

- 4.1 The MCA Entity may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding seven (7) calendar days after receipt by the Consultant of such notice of suspension or if MCC has suspended disbursements under the Compact.

5. Termination

- 5.1 This Contract may be terminated by either Party as per provisions set out below.

By the MCA Entity

- 5.2 The MCA Entity may terminate this Contract with at least fourteen (14) calendar days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause:

- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract after being notified by the MCA Entity in writing by specifying the nature of the failure and requesting to remedy it within at least ten (10) calendar days after the receipt of the MCA Entity’s notice;
- (b) If the Consultant becomes insolvent or bankrupt;
- (c) If the Consultant, in the judgment of the MCA Entity, has engaged in integrity violations as defined in Attachment 1 or if in the judgment of the MCA Entity, continuing the Contract will be detrimental to the interests or reputation of the MCA Entity, or the project;
- (d) If the MCA Entity, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (e) If the Compact has been terminated or MCC has suspended disbursements under the Compact. If this Contract is suspended pursuant to this GCC Sub-Clause 5.2 (e) the Consultant has an obligation to mitigate all expenses, damages and losses to the MCA Entity during the period of the suspension.

By the Consultant 5.3

The Consultant may terminate this Contract, upon written notice to the MCA Entity in accordance with the time period specified below, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this GCC Sub-Clause 5.3:

- (a) If the MCA Entity fails to pay any money due to the Consultant pursuant to this Contract that is not otherwise subject to dispute pursuant to GCC Clause 17 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination unless the payment that is the subject of such notice of termination is made by the MCA Entity to the Consultant within such thirty (30) days.
- (b) If, as the result of an event of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.

- (c) If the MCA Entity fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 17. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.
- (d) If the Consultant does not receive a reimbursement of any Taxes that are exempt under the Compact within one hundred and twenty (120) days after the Consultant gives notice to the MCA Entity that such reimbursement is due and owing to the Consultant. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination unless the reimbursement that is the subject of such notice of termination is made to the Consultant within such thirty (30) days.
- (e) If this Contract is suspended in accordance for a period of time exceeding three (3) consecutive months; provided that the Consultant has complied with its obligation to mitigate in accordance with GCC Clause 5.2(e) during the period of the suspension. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.

6. Obligations of the Consultant

Standard of Performance

- 6.1 The Consultant shall carry out the Services with due diligence and efficiency and shall exercise such reasonable skill and care in the performance of the Services as is consistent with sound professional practices.
- 6.2 The Consultant shall act at all times so as to protect the interests of the MCA Entity and shall take all reasonable steps to keep all expenses to a minimum, consistent with sound professional practices.

Compliance

- 6.3 The Consultant shall perform the Services in accordance with the Contract and the applicable law of **Nepal**.

- Conflict of Interests**
- 6.4. The Consultant shall hold the MCA Entity’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- 6.5 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant’s Services for the preparation or implementation of the project.
- 6.6 The Consultant shall not engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- 6.7 The Consultant has an obligation shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the MCA-Entity, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 7. Confidentiality**
- 7.1 Except with the prior written consent of the MCA Entity, the Consultant shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant, make public the recommendations formulated in the course of, or as a result of, the Services.
- 8. Insurance to be taken out by the Consultant**
- 8.1 The Consultant may take out and maintain at its own cost adequate professional liability insurance as well as adequate insurance against third party liability and loss of or damage to equipment purchased in whole or in part with funds provided by the MCA Entity. The Consultant shall ensure that such insurance is in place prior to commencing the Services.
- 8.2 The MCA Entity undertakes no responsibility in respect of any life, health, accident, travel or other insurance which may be necessary or desirable for the Consultant, for purpose of the Services, nor for any dependent of any such person.
- 8.3 The MCA Entity reserves the right to require original evidence that the Consultant has taken out the necessary insurance.
- 9. Accounting, Inspection and Auditing**
- 9.1 The Consultant shall keep, and shall make all reasonable efforts to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will

clearly identify relevant time changes and costs.

9.2 The Consultant shall permit MCC and/or persons appointed by MCC to inspect the site and/or all accounts and records relating to the performance of the Contract and to have such accounts and records audited by auditors appointed by MCC if requested by MCC.

10. Reporting Obligations

10.1 The Consultant shall submit to the MCA Entity the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in said Appendix.

11. Proprietary Rights of the MCA Entity in Reports and Records

11.1 All reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the MCA Entity in the course of the Services shall be confidential and become and remain the absolute property of the MCA Entity unless otherwise agreed by the MCA Entity in writing. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the MCA Entity, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the MCA Entity.

(a) The Consultant shall indemnify the MCA Entity from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against, the MCA Entity during or in connection with the Services by reason of i) infringement or alleged infringement by the Consultant of any patent or other protected right, or ii) plagiarism or alleged plagiarism by the Consultant.

(b) The Consultant shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the Consultant from the MCA Entity funds or used by the Consultant in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party.”

12. Description of Job Description of Consultant

12.1 The title, agreed job description, and minimum qualification to carry out the Services of the Consultant are described in **Appendix A**.

- 13. MCA Entity’s Payment Obligation** 13.1 In consideration of the Services performed by the Consultant under this Contract, the MCA Entity shall make such payments to the Consultant for the Services specified in **Appendix E**.
- 14. Mode of Billing and Payment** 14.1 The payments under this Contract shall be made in accordance with the payments provisions as described in the **Appendix E**.
- 14.2 Payments do not constitute acceptance of the whole Services nor relieve the Consultant of its obligations.
- 15. Interest on Delayed Payments** 15.1 If the MCA Entity has delayed payments beyond thirty (30) days after the payment date determined, the interest rate to be applied in the case of late payments is the Federal Funds Rate as stated on the website: <http://www.federalreserve.gov/releases/h15/current/default.htm>
- 16. Taxes and Duties**
- (a) Except as may be exempted pursuant to the Compact or another agreement related to the Compact, available in English at <https://mcanp.org/>, the Consultant, may be subject to certain Taxes as defined in the Compact on amounts payable by the MCA Entity under this Contract in accordance with Applicable Law (now or hereinafter in effect). The Consultant shall pay all Taxes levied under Applicable Law. In no event shall the MCA Entity be responsible for the payment or reimbursement of any Taxes. In the event that any Taxes are imposed on the Consultant, the contract price shall not be adjusted to account for such Taxes.
 - (b) The Consultant shall follow the usual customs procedures of the MCA Country in importing property into the MCA Country.
 - (c) If the Consultant does not withdraw, but dispose of any property in the MCA Country upon which customs duties or other Taxes have been exempted, the Consultant, (i) shall bear such customs duties and other Taxes in conformity with Applicable Law, or (ii) shall reimburse such customs duties and Taxes to the MCA Entity if such customs duties and Taxes were paid by the MCA Entity at the time the property in question was brought into the MCA Country.
 - (d) Without prejudice to the rights of the Consultant under this clause, the Consultant, will take reasonable steps as requested by the MCA Entity or the Government with respect to the determination of the Tax status described in this GCC Clause 16.
 - (e) If the Consultant is required to pay Taxes that are exempt under the Compact or a related agreement, the Consultant shall

promptly notify the MCA Entity (or such agent or representative designated by the MCA Entity) of any Taxes paid, and the Consultant shall cooperate with, and take such actions as may be requested by the MCA Entity, MCC, or either of their agents or representatives, in seeking the prompt and proper reimbursement of such Taxes.

- (f) The MCA Entity shall use reasonable efforts to ensure that the Government provides the Consultant, the exemptions from taxation applicable to the Consultant, in accordance with the terms of the Compact or related agreements. If the MCA Entity fails to comply with its obligations under this paragraph, the Consultant shall have the right to terminate this Contract.

17. Settlement of Disputes

17.1 Amicable Settlement

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

17.2 Dispute Resolution

17.2.1 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, the appointment shall be made by Nepal Council of Arbitration (NEPCA) in accordance with Clause 6 of the Form of Contract (the Contract Agreement). 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.

17.2.2 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. Whether or not MCC is an observer to any arbitration associated with this Contract, the Parties shall provide MCC with written English transcripts of any arbitration proceedings or hearings and a copy of the reasoned written award within ten (10) days after (a) each such proceeding or hearing or (b) the date on which any such award is issued. MCC may enforce its rights under this Contract in an arbitration conducted in accordance with this provision or by bringing an action in any court that has jurisdiction. The acceptance by MCC of the right to be an observer to the arbitration shall not constitute consent to the jurisdiction of the courts or any other body of any jurisdiction or to the jurisdiction of any arbitral panel.

Attachment 1: MCC’s Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations (“MCC’s AFC Policy”)

MCC’s Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations (“MCC’s AFC Policy”) may be found at the following link:

<https://www.mcc.gov/resources/doc/policy-fraud-and-corruption>

[These provisions must be downloaded and attached to the Contract]

Attachment 2: MCC’s Policy – Annex to General Provisions

The MCC’s general provisions can be found at the following link:

<https://www.mcc.gov/resources/doc/annex-of-general-provisions>

[These provisions must be downloaded and attached to the Contract]

APPENDICES

APPENDIX A – DESCRIPTION OF SERVICES AND REPORTING REQUIREMENTS

APPENDIX B - CONSULTANT CV

APPENDIX C – CONSULTANT BANK DETAILS

APPENDIX D – NEGOTIATED STAFFING SCHEDULE (IF NECESSARY)

Consultant Input (in the form of a bar chart)								
Months	1	2	3	4	5	6	Etc.	Total
[Home]								
[Field]								

APPENDIX E – COST DETAILS
(Refer Attachment 2 to Form 4)