



Request for Quotations (RFQ)

Issued on: **28 April 2023**

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

for

VMware vSphere Training
(Installation, Configuration, Management)

Ref No: **MCA-N/PM/SH/064**



MILLENNIUM CHALLENGE ACCOUNT NEPAL (MCA-NEPAL)

Request for Quotation **Training to MCA-Nepal staff on VMware vSphere (Installation, Configuration, Management)**

Kathmandu, Nepal
28 April 2023

Ref: MCA-N/PM/SH/064

Dear Sir/Madam:

1. 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 Millennium Challenge Compact on September 14, 2017, providing for a grant of up to FIVE HUNDRED MILLION United States Dollars (US \$500,000,000) (“MCC Funding”) 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 Quotation (“RFQ”) is issued.
2. The Compact Program includes two projects: (i) The Electricity Transmission Project (ETP) will fund the construction of about 315 kilometers of 400kV electricity transmission lines, three new substations and extension of two 400kV substations (Lapsiphedi and New Hetauda), and 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 up to 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.
3. The Millennium Challenge Account Nepal (MCA-Nepal), an organization of the Government of Nepal that manages the Compact Agreement with funding from the Millennium Challenge Corporation, intends to procure the services of “**VMware vSphere Training (Installation, Configuration, Management)**” for **two** IT specialists as detailed in **Annex 1: Terms of Reference**.

4. This RFQ serves as an invitation to all eligible Service Providers/Bidders to present its quotation for providing training to MCA Nepal Staff on VMware vSphere Training as described in Annex 1: Terms of Reference.
5. Bidders/Service Providers are required to submit a quotation for the services as stipulated in the annexes to this RFQ. **Prices shall be quoted in Nepalese Currency (NPR)**. The offered price should include all costs needed to provide the services in accordance with the Terms of Reference and Conditions of Contract/Purchase Order. **No additional cost shall be paid apart from the quoted price for the services stated under this RFQ.**
6. The quotation shall be valid for **sixty (60)** days from the deadline for submission of quotations.
7. The Service Provider shall submit with their Quotation copies of the following administrative documents:
 - a. Complete and signed Quotation Submission Form Annex 2.
 - b. Firm/Company Registration Certificate
 - c. PAN/VAT Registration
 - d. Tax clearance certificate of last Fiscal Year, or extension of tax clearance
 - e. A comprehensive CV of the proposed trainer(s).
8. **Evaluation of Quotation and Award of Purchase Order:** The Service Providers are required to quote for all the services including study materials, training kits, test assessment kit and lab simulator. 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 with the requirements of this Request for Quotation.
 - b) The Qualifications of the Service Provider (**Point 8 of Annex 1**) will be assessed in accordance with the Qualification and Evaluation criteria in the Terms of Reference. The Service Provider shall submit documentary evidence attesting its compliance with the qualification and evaluation criteria (training completion certificates, Trainer's CV, etc.)
 - c) The lowest evaluated quotation will be reviewed to check compliance with the requirements set in the RFQ. The qualifications of the lowest evaluated quotation will be assessed in accordance with the qualification and evaluation criteria in the Terms of Reference. If the quotation is found substantially compliant, the contract will be awarded to that Service Provider

If the lowest evaluated quotation is not compliant with the RFQ requirements, MCA-Nepal will review the second lowest quotation and so on and so forth. MCA-Nepal may, at its own discretion, evaluate more than one quotation to save time

during evaluation. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, quality, and requirements of the RFQ.

- d) If none of the received quotations is found to be responsive, MCA-Nepal may, at its own discretion, and in its best interest, award a contract to a Service Provider in the manner that provides the most beneficial results to MCA-Nepal.
 - e) MCA-Nepal may request the Service Provider to submit additional supporting documents via request for clarifications during the evaluation process, (if required).
9. In evaluating the quotations, MCA-Nepal 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 bidder refuse to accept the correction, their quotation will be rejected.
10. One bidder shall submit only one quotation. The submitted quotation must be typed or written in indelible ink and shall be signed by the authorized representative.
11. Payment Conditions: Upon acceptance of the services by MCA-Nepal, the MCA Nepal will then be obligated to pay 100% of the amount of the Purchase Order within **thirty (30)** calendar days of completion or satisfactory performance of the services. The following documentation must be supplied for payments to be made:
- I. Original valid Invoice (Submitted invoice should include PAN number of MCA-Nepal)
 - II. Acceptance Memo evidencing that the deliverable (s) has/have been accepted by MCA-Nepal;
12. Service Providers/Bidders 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/en/procurement/bid-challenge-system/>.
13. **Clarifications:** Any clarification needed shall be submitted in written to MCANepalPA@dt-global.com not later than **4 May 2023** by 17:00 hours Nepal Time. MCA-Nepal will consolidate all submitted requests for clarifications and will issue a Q&A document not later than **8 May 2023**.
14. Only electronic submission of quotation is allowed. Please submit your quotation to the following email address: MCANepalPA@dt-global.com with subject line: "**Quotation for VMware vSphere Training**".

15. Deadline for submission of quotation is **12 May 2023 at 15:00 hours local time in Kathmandu, Nepal (GMT+5:45)**.
16. MCA-Nepal reserves the right to reject any or all applications or offers without incurring any liability and may waive any defect or informality therein and accept the offer which it deems most advantageous to the institution.

Yours sincerely,

For MCA-Nepal:
Executive Director

Annexes:

1. Terms of Reference
2. Quotation Submission Form
3. Curriculum Vitae (CV) of Proposed Trainer
4. Quotation Submission Checklist
5. Sample Contract Purchase Order

Annex 1: TERMS OF REFERENCE

1. BACKGROUND

The United States of America acting through the Millennium Challenge Corporation (MCC) has agreed to grant funding to the Government of Nepal (GoN) for a Compact with the goal of stimulating economic growth to reduce poverty and increasing household incomes through targeted infrastructure investments in the energy and road sector. This solicitation deals with services to be provided under the Compact's Electricity Transmission Project (ETP) which has as an objective to increase per capita electricity consumption by improving the availability and reliability of electricity supply in Nepal's electricity grid and facilitating power trade.

MCA-Nepal has implemented VMware (vSphere/vCentre) to virtualize the entire IT Server System, storage and memory to share the IT hardware resources for their optimum usage. In this context, MCA-Nepal needs to train two members of its IT staff in the software VMware/vSphere that will enable MCA Nepal's IT staff with the knowledge and skills needed to effectively manage and optimize virtualized environments using VMware technologies.

Additionally, this training aims to enhance the expertise of the IT staff to deploy and manage virtual machines, configure virtual networks, optimize resources in virtualized environments; and resolve VMware/vSphere issues that existed due to the fast-paced technology upgrades and new integration requirements.

In issuing this RFQ, the Government of Nepal is represented by the Millennium Challenge Account Nepal ("MCA-Nepal").

2. SCOPE OF SERVICES

The main objective of this procurement is to hire a Service Provider for providing an efficient training to two IT Specialists of MCA-Nepal for the installation, configuration and management of VMware/vSphere system.

The training should have the following content:

- i. Course Introduction
 - Introductions and course logistics
 - Course objectives

- ii. Introduction to vSphere and the Software-Defined Data Center
 - Explain basic virtualization concepts.
 - Describe how vSphere fits into the software- defined data center and the cloud infrastructure.
 - Explain how vSphere interacts with CPUs, memory, networks, and storage.
 - Recognize the user interfaces for accessing the vCenter Server system and ESXi hosts.
 - Describe the ESXi host architecture.
 - Navigate the Direct Console User Interface (DCUI) to configure an ESXi host.

- Recognize ESXi host user account best practices.
 - Install an ESXi host.
 - Use VMware Host Client™ to configure ESXi host settings.
- iii. Virtual Machines
- Create and provision a virtual machine.
 - Explain the importance of VMware Tools™
 - Install VMware Tools
 - Identify the files that make up a VM.
 - Recognize the components of a VM.
 - Recognize virtual devices supported by a VM.
 - Describe the benefits and use cases for containers.
 - Identify the parts of a container system.
- iv. vCenter Server
- Describe the vCenter Server architecture.
 - Discuss how ESXi hosts communicate with vCenter Server.
 - Deploy and configure vCenter Server Appliance
 - Use vSphere Client to manage the vCenter Server inventory.
 - Add data center, organizational objects, and hosts to vCenter Server.
 - Use roles and permissions to enable users to access objects in the vCenter Server inventory.
 - Back up vCenter Server Appliance
 - Monitor vCenter Server tasks, events, and appliance health.
 - Use VMware vCenter Server® High Availability to protect a vCenter Server Appliance
- v. Configuring and Managing Virtual Networks
- Create and manage standard switches.
 - Describe the virtual switch connection types.
 - Configure virtual switch security, traffic- shaping, and load-balancing policies.
 - Compare vSphere distributed switches and standard switches.
- vi. Configuring and Managing Virtual Storage
- Identify storage protocols and storage device types.
 - Discuss ESXi hosts using iSCSI, NFS, and Fibre Channel storage.
 - Create and manage VMFS and NFS datastores.
 - Explain how multipathing works with iSCSI, NFS, and Fibre Channel storage.
 - Recognize the components of a VMware vSAN configuration.
- vii. Virtual Machine Management

- Use templates and cloning to deploy new virtual machines.
 - Modify and manage virtual machines.
 - Create a content library and deploy virtual machines from templates in the library.
 - Use customization specification files to customize a new virtual machine.
 - Perform vSphere vMotion and vSphere Storage vMotion migrations.
 - Describe the Enhanced vMotion Compatibility feature.
 - Create and manage virtual machine snapshots.
 - Examine the features and functions of VMware vSphere Replication.
 - Describe the benefits of VMware vSphere Storage APIs – Data Protection
- viii. Resource Management and Monitoring
- Discuss CPU and memory concepts in a virtualized environment.
 - Describe what over commitment of a resource means.
 - Describe methods for optimizing CPU and memory usage.
 - Use various tools to monitor resource use.
 - Create and use alarms to report certain conditions or events.
- ix. vSphere Clusters
- Describe the functions of a vSphere DRS cluster.
 - Create a vSphere DRS cluster.
 - Monitor a vSphere cluster configuration.
 - Describe options for making a vSphere environment highly available.
 - Explain the vSphere HA architecture.
 - Configure and manage a vSphere HA cluster.
 - Examine the features and functions of VMware vSphere Fault Tolerance
- x. vSphere Lifecycle Management
- Recognize the importance of vCenter Server Update Planner
 - Describe how VMware vSphere Lifecycle Manager works
 - Describe how to update ESXi hosts using baselines
 - Validate ESXi host compliance using a cluster image
 - Describe how to upgrade VMware Tools and VM hardware

3. FACILITIES TO BE PROVIDED BY THE SERVICE PROVIDER

The Service Provider shall be responsible for providing the following facilities: -

- a. Trainer as per the Terms of Reference.
- b. The Service Provider shall provide VMware/vSphere official study material, training kits and official VMware testing registration kit and lab simulator facilities to both participants.
- c. Virtual lab that is customized to exactly match the MCA-Nepal system and that is accessible from a remote location so that participants can practice during off-hours and weekends.

- d. During the entire training period the institute should provide a virtual lab which would be accessible to each participant separately.
- e. The service provider shall offer suitable meals that are tailored to the duration and timing of the training and for prolonged and exhausting lab sessions and boot camps.

4. LOCATION & VENUE OF TRAINING

The training will be conducted in Kathmandu at the venue arranged by the Service Provider for both the theoretical and the comprehensive lab practice/boot camp.

5. DURATION OF TRAINING

The training should consist of **60 hours as follows:** (i) 40 hours for regular theoretical and practical sessions and (ii) 20 hours for intensive live lab sessions/boot camp. The regular theoretical and practical sessions should be of 2 hours per day on weekdays, while the intensive lab sessions may last up to 10 hours on weekends and holidays.

The trainer and trainee will mutually agree on the session timings. The trainer shall be flexible to conduct some sessions in MCA-Nepal's virtualization environment (just in case of requirement).

The training shall be conducted within 45 days of the Contract signing.

6. NUMBER OF TRAINEES

The training shall be provided to 2 (two) MCA-Nepal staff.

7. LANGUAGE OF TRAINING

The language of the training shall be in English/Nepali or a combination of both.

8. QUALIFICATION AND EVALUATION CRITERIA

The submitted quotations will be evaluated as per the evaluation criteria described below.

A. Technical Requirements

A.1 Training Institute Requirements:

- Legally registered training institute in Nepal
- The training institute should have at least 5 years of experience.
- The training institute should be an authorized VMware - Pearson VUE.
- Training class/place and Lab shall be well equipped and ventilated.
- Training institute should provide the evidence of at least 3 corporate VMware training courses conducted in last 2 years.

A.2. VMware Trainer (Qualification and Experience):

- The trainer should hold VMware/VSphere industry certifications that demonstrate proficiency in system integration, troubleshooting, administration, and management, along with their academic qualifications. Additional industry certifications, such as Cisco and Microsoft, would be advantageous.
- The trainer should have at least 5 years of training experience in integrating VMware, Microsoft and Cisco systems.
- Trainer should have VMware/VSphere certification (VCP) within last 5 years and have knowledge of upgraded version of VMware.
- Multiple trainers will be allowed based on the VMware Components, area of expertise and conducting intensive practical sessions and boot camps.

B. Other Requirements to be provided by service provider:

- A customized virtual Lab that exactly matches to MCA-Nepal system shall be created and simulated.
- The training institute should provide a virtual lab during the entire period of the training.
- The virtual lab shall be accessible from a remote location so that participants can practice during off-hours and weekends.

C. Training Schedule/timing

- Regular training and practical sessions (2:00 Hrs each) shall be conducted during off-office Hrs i.e. early mornings or during the evenings). The intensive lab sessions and boot camps shall be conducted on weekends and holidays. These sessions shall be extended longer hours to accomplish the complete results of integration.
- Resource Person/trainer shall be flexible enough to conduct some sessions live in MCA-Nepal's virtualization environment (if necessary).
- Date and timing of training and lab sessions shall be fixed by the mutual understanding of the trainer and trainees.
- MCA-Nepal's trainee will track and approve the timecard totals.

9. QUOTATIONS REVIEW AND CONTRACT AWARD

Quotations will be evaluated under shopping method in accordance with the procedures set out in the MCC Program Procurement Guidelines which are provided on the MCC website (<https://www.mcc.gov/resources/doc/program-procurement-guidelines>). The selection process, as described, will also include eligibility checks at the beginning of evaluation to be considered for further evaluation.

The lowest priced quotation/bid 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 Service Provider. If the lowest priced quotation 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, evaluate more than one quotation to save time during evaluation. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, requirement of Request for Quotation (RFQ), and specifications in this Request for Quotation.

If none of the submitted quotations is found responsive, MCA-Nepal may, at its own discretion, and in its best interest, award a contract to a Service Provider, in the manner that provides the most beneficial to MCA-Nepal.

A price reasonableness assessment will be conducted. The quotation shall be rejected if the price is found to be unreasonable.

Annex 2: Quotation Submission Form

TRAINING TO MCA-NEPAL STAFF ON VMware vSphere TRAINING (INSTALLATION, CONFIGURATION, MANAGEMENT)

Name of Bidder/Service Provider: _____

Date: _____

| N O (i) | Item Description (ii) | Unit (iii) | Quantity (iv) | Rate (In NPR) Per Training (v) | Amount in Figure (In NPR) $vi = (iv \times v)$ |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------|-----------------------------------------|------------------------------------------------------|
| 1 | TRAINING TO MCA-NEPAL STAFF ON VMware/vSphere (Installation, Configuration, Management) as detailed in Annex 1: Terms of Reference | Per Training | 1 | | |
| Amount | | | | | |
| VAT Amount | | | | | |
| Total Including VAT Amount | | | | | |

Note:

1. The rates for services are as per the requirements of Annex 1: Terms of Reference and Conditions of Contract.
2. Evaluation and Comparison of quoted prices shall be carried out excluding VAT.
3. The quoted price includes all the associated costs for conducting the training as per the requirements of RFQ such as:
 - (i) trainer's fee,
 - (ii) training materials to participants (2 numbers),
 - (iii) other facilities to be provided by the service provider.
4. Our Quotation is valid for **60 days** from the date of deadline of submission mentioned in this RFQ.

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: Curriculum Vitae (CV) of Proposed Instructor/Trainer

| | | | | | |
|-------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|---------|---------|
| Name | [Insert full name] | | | | |
| Date of Birth | [Insert birth date] | | | | |
| Nationality | [Insert nationality] | | | | |
| Education | [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment] | | | | |
| IT Industry Certifications | | | | | |
| Membership in Professional Associations | [Insert information] | | | | |
| Other Training | [Indicate appropriate training] | | | | |
| Countries of Work Experience | [List countries where staff has worked in the last ten years] | | | | |
| Languages | [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing] <table border="0" style="width: 100%;"> <tr> <td style="width: 33%;">Language</td> <td style="width: 33%;">Speaking</td> <td style="width: 33%;">Reading</td> <td style="width: 33%;">Writing</td> </tr> </table> | Language | Speaking | Reading | Writing |
| Language | Speaking | Reading | Writing | | |
| Employment Record | [Starting with present position, list in reverse order every employment held by staff member, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.] From [year]: To [year]: Employer: Position(s) held: | | | | |
| Detailed Tasks Assigned | [List all tasks to be performed under this assignment] | | | | |
| Work undertaken that best illustrates capability to handle the tasks assigned (as Trainer for VMware vSphere Training): | [Among the assignments in which the staff has been involved] Name of assignment or project: Year: | | | | |

Location:

Client:

Main features of
the Service

Provider:

Position held:

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.]

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 Quotation.

Signature

Date

ANNEX 4: Quotation Submission Checklist

Check List for Submission of the Quotation (as per Clause 7 of RFQ)

1. Completely filled and signed Quotation Submission Form - Annex 2
2. Firm/Company Registration
3. PAN/VAT Registration of the Firm
4. Tax clearance certificate of last Fiscal Year, or extension of tax clearance
5. Qualification of Service Provider (both the firm and the proposed Trainer) confirming requirements and submission of documentary evidence attesting compliance with the qualification and evaluation criteria as per Terms of Reference.
6. CV of the proposed Trainers/Faculties/Instructor(s)

Annex 5: Sample Contract/Purchase Order

General terms and Conditions of this Contract/Purchase Order.

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

| MCA-N/PM/SH/064 | | Date: | | | |
|----------------------------------------------------------|------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|------------------|-----------------------------------------|---------------------------------------------------------|
| Employer: Millennium Challenge Account Nepal (MCA-Nepal) | | Provision of TRAINING TO MCA-NEPAL STAFF ON VMware vSPHERE TRAINING (Installation, Configuration, Management) | | | |
| Name of Service Provider: | | | | | |
| Address: | | Tel: | | Fax: | VAT No: |
| Email Address: | | Cell No: | | | |
| Contact Name: | | | | | |
| ORDER | | | | | |
| NO (i) | Item Description (ii) | Unit (iii) | Quantity (iv) | Rate (In NPR) Per Training (v) | Amount in Figure (In NPR) $vi = (iv \times v)$ |
| 1 | TRAINING TO MCA-NEPAL STAFF ON VMware/vSphere as detailed in Annex 1: Terms of Reference | Per Training | 1 | | |
| Amount | | | | | |
| VAT Amount | | | | | |
| Total including VAT Amount | | | | | |

Note: The price includes all the associated costs for conducting the training as per the requirements of the RFQ such as trainer's fee, providing training materials to participants (2), and other requirements as listed in Annex 1 Terms of Reference under 2. Scope of Services and 3. Facilities to Be Provided by The Service Provider.

- 2) **Contract Sum:** The total contract amount is -NPR XXXX [*Contract Amount in Figure*] 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) **Contract Duration and Effective Date:** The Contract duration is 90 days starting from the effective date that will be the last date of signing of the Contract by both parties.

5) **Date and Venue of Training:** The training will be conducted at [....., Kathmandu (*Venue will be decided prior to Contract signing*) from [XX XXXX 2023 to XX XXXX 2023]. The training shall be conducted within 45 days from date of Contract signing by both parties. Total training duration is 60 hours including theoretical and practical sessions as described in Annex 1 Terms of Reference.

6) **Contract Manager:** For the purpose of management of the Contract/Purchase Order from the Employer's side, the Contract Manager is:

[Name and Position Contract 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 service provider and without amending this Contract, replace the MCA-Nepal Contract Manager. After signing this Contract, 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:

7) **Payment Conditions:**

Upon completion and acceptance of the services by MCA-Nepal, MCA Nepal will then be obligated to pay **100%** of the amount of the Purchase Order within **thirty (30) calendar days** of completion or satisfactory performance of the particular deliverable(s). The following documentation must be supplied for payments to be made:

- i). Original valid Invoice (Submitted invoice should include PAN number of MCA-Nepal)
- ii). Acceptance note evidencing that the deliverable (s) has/have been accepted by MCA-Nepal;

8) Bank Details of the Service Provider:

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

9) Failure to Perform: The MCA Nepal 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 processes.

10) Dispute Resolution: The parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of this Contract. The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract/Purchase Order or its interpretation. Applicable arbitration law of Nepal will apply for any dispute between the Parties arising under or related to this Contract that cannot be settled amicably.

11) Termination for Convenience: MCA-Nepal (client), by notice sent to the Service Provider, may terminate this Contract, in whole or in part, at any time in its sole discretion for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of the Service Provider under this Contract is terminated, and the date upon which such termination becomes effective. All services satisfactorily rendered as of the termination date, will be paid at the rates in this contract.

12) Force Majeure: Force Majeure: Neither party shall be held liable or responsible for any delay or failure in performance of any part of this agreement to the extent such delay or failure is caused by an event of Force Majeure. An event of Force Majeure means any event or condition beyond the reasonable control of a party, which could not have been prevented, remedied or cured by such party's reasonable diligence, and which makes performance of this agreement impossible or impractical. The party affected by such an event shall promptly notify the other party of the occurrence of the event and its impact on performance as soon as practicable (no later than five (5) days after the occurrence) about the occurrence of an event giving rise to a claim of Force Majeure. The parties will use reasonable efforts to minimize the impact of the event and resume performance as soon as practicable. 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. No party shall be responsible for any cost to the other party due to force majeure.

**For Millennium Challenge Account
Nepal:**

Signature:

**Name: Mr. Khadga Bahadur Bisht
Executive Director**

Date:

Witness

Signature:

Name:

Date:

For the Service Provider:

Signature:

Name:.....

Date:

Witness

Signature:

Name:

Date:

Annexes to the Contract/Purchase Order:

Annex 1: Terms of Reference

Annex 2: Curriculum Vitae of the Proposed Instructor/Trainer

Annex 3: Quotation Submitted

Annex 4: MCC's Policy – Corrupt and Fraudulent Practices

Annex 5: MCC's Policy – Annex of General Provisions

Annex 1: Terms of Reference

Annex 2: Curriculum Vitae of the Proposed Instructor/Trainer(s)

Annex 3: Quotation submitted by [*Service Provider Name*] on [*Date of submission*]

Annex 4: MCC's Policy – Corrupt and Fraudulent Practices

The MCC's policy on preventing, detecting, and remediating Fraud and Corruption may be found at the following link:

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

Annex 5: MCC's Policy – Annex of General Provisions

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

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