



MILLENNIUM CHALLENGE ACCOUNT NEPAL (MCA-NEPAL)

Request for Quotation (RFQ)

Issued on: **16 August 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

Events Management Services

Ref. No: **MCA-N/PM/SH/068**



MILLENNIUM CHALLENGE ACCOUNT NEPAL (MCA-NEPAL)

Request for Quotations for Provision of Events Management Services

Instructions to Bidders

Kathmandu, Nepal

16 August 2023

Ref: MCA-N/PM/SH/068

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\$197,000,000 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 Quotations ("RFQ") is issued.
2. The Compact Program includes two projects: (i) The Electricity Transmission Project (ETP) will fund the construction of about 300 kilometers of 400kV electricity transmission lines, three new substations and extension of two 400kV substations (Lapsiphedhi 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 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.
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 *Provision of Event Management Services for MCA-Nepal*.

4. You are required to submit a quotation for the 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 and as per Conditions of Contract.
5. The quotation shall be valid for sixty (60) days from the deadline for submission of quotations.
6. **The bidder should submit with their Quotations copies of the following administrative and qualification related documents:**
 - a. Legal Status: Registration Certificate.
 - b. VAT Registration Certificate.
 - c. Tax Clearance Certificate up to Fiscal year (78/79).
 - d. Complete and signed Quotation Submission Form.
 - e. Organizational/company profile: Brief description of the organization, its institutional capacity and an outline of recent experiences in providing event management services for events of a similar nature.
 - f. Documentary evidence supporting the similar experiences in managing similar events with 200 and above participants for international institutions. Evidence should include information on the events profile audience type, events management services provided, and team structure that supported the event management.
 - g. CVs of two (2) Professional Master of Ceremony with a minimum of three recent similar experiences.
7. **Qualification and Evaluation Criteria:** The Qualification and Evaluation Criteria are described in Point 6 Qualification and Evaluation Criteria of Annex-1 "Terms of Reference (ToR)".
8. **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 with the requirements of this Request for Quotation.
- b) The Qualification Experience evaluation will be assessed on a “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 service provider. 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 price excluding VAT will be used for the purpose of evaluation of quotations.

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 partial contract to one or more bidders, in the manner that provides the most beneficial results to MCA-Nepal.

MCA-Nepal may request the bidder to submit the additional supporting documents via request for clarifications during the evaluation process, (if required).

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

9. 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.
10. 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>.
11. **Clarifications:** Any clarification needed shall be submitted in written to MCANepalPA@dt-global.com not later than 21 August 2023 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 23 August 2023.

12. 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- Event Management**".

13. The File request link (Dropbox link) for **submission of quotations** is:
<https://www.dropbox.com/request/KTfXup97WacMlfRU38CG>

Instruction for uploading your submission:

- Click of this link/type this link correctly in a browser.
- Click on Add Files
- Click on Files from Computer (Choose files from computer)
- Click on +Add more files (Optional, only if you have more than one file and so on for other files)
- Enter your: First name and Email address

Click Upload Successful upload completed the submission.

14. Please note that the provided **Dropbox link** will expire on the **deadline for submission** indicated in *15 below*, consequently no late quotations will be received.

15. Deadline for submission of quotations is **28 August 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, 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 References (ToR)
2. Quotation Submission Form
3. Curriculum Vitae (CV) for Proposed
4. Quotation Submission Checklist
5. Sample Contract/Purchase Order

Annex 1

Terms of References (ToR)

Event Management Services

1. Background

The Millennium Challenge Account Nepal (MCA-Nepal) is a Government of Nepal (GoN) agency, formed under the Development Board Act 2013 BS (1956 AD) in order to manage an infrastructure program co-funded by the US Government's Millennium Challenge Corporation (MCC) Compact grant of USD 500 million and the GoN's contribution of USD 197 million.

The program aims to increase the availability and reliability of electricity, maintain road quality and facilitate power trade between Nepal and the region to help spur investments and accelerate economic growth. The Electricity Transmission Project, a national pride project, and the Road Maintenance Project are two projects under the program.

The MCC Nepal Compact Program is currently in a preparatory phase in advance of the Compact's implementation phase. The Compact's implementation phase will last for five years, during which all works under the Compact must be completed.

2. Justification

The MCA Nepal is planning to organize an event to highlight the features of the Compact in the presence of high-level officials representing the Government of Nepal and MCC, energy, entrepreneurs, private sector, civil society, development partners and media, among others key stakeholders.

The two-hour event will be organized in the evening in a spacious hall. Expected number of participants for the program is 250-300.

The event will be designed to draw positive attention to the Compact program benefits for the Nepali people and reiterate the need for its timely execution. The event requires clear, creative, and compelling ideas, products and management. MCA- Nepal calls for interest from an events management company that can provide a high quality and high production value event inclusive of technical and human resources, such as videographers/photographers and simultaneous interpretation/translation services. The event will be designed and executed in close consultation and coordination with MCA-Nepal Communications and Public Affairs Unit to ensure its success.

3. Objectives of the Event

Celebrate the start of implementation of the Nepal Compact program.

4. Objective of the assignment

The events management agency must provide services to design and execute the event to ensure visibility with appropriate branding materials, provide professional

videographer/photographer including interpreter services. Thus, the event company will provide complete management and logistics solution to the event.

5. Scope of work

Based on the above objectives, the agency will perform the following activities, but not limited to:

5.1 Development of an Event Concept: The events management agency shall propose a compelling concept with an integrated theme that aligns with the goal of the MCC Nepal Compact.

5.2 Event Set Up & Design: The events management agency shall provide for all technical requirements, including stage and room set up and visuals including backdrop, lights, sound, logistics and other required/necessary materials to enhance the event.

5.3 Logistic Management: The events management agency should manage the following logistics (and others as required):

S. N.	Items	QTY	Remarks
1	Podium branding	1	Material: Vinyl Forex Thickness : 2mm
2	Main backdrop	1	Dimension: 24L X 10 H ft. Material: Flex with metal frame
3	LED screen	2	Dimension: 12L X 10H ft.
4	LED – presenter reference screen	2	To be used as reference screen for the panelists/presenters Size: 2"
5	LED screen raiser	2	Dimension: 12L X 4B X 4H ft.
6	LED raiser front masking	2	Dimension: 12L X 4H ft.
7	LED screen side masking	2	
8	Media server	1	To be used for seamless and simultaneous screen displays.
9	Professional indoor audio system	1	1 podium mic
10	LED parcan lights	10	To be used as stage focus lights
11	Stage with masking	1	Stage Size: 24L ft. X 12B ft.
12	Photobooth wall	1	Dimension: 15L X 10H ft. Material: Flex with metal frame
13	Standee (roll -up)	6	Dimension: 6.5L X 2.75B ft
14	Videography	1	1 Professional Videographer with high quality professional HD Camera.
15	Post Event video production	1	Five minutes video documentation of entire event with major highlights.
16	Photography	1	1 Professional Photographer with high quality professional HD Still Camera.
17	Note takers/rapporteurs	2	Two experienced rapporteurs to capture highlights for the report.
18	Live Interpretation services (Eng to Nepali, and vice-	1	English to Nepali and Nepali to English -interpreter booth to be set up

	versa) with booth and 20 headsets		
19	Master of Ceremony (MC) (Optional Services) *	1	(For the required qualification of Master of Ceremony, please see in section 6)

Notes:

1. The venue has already been selected and dinner will be arranged by MCA-Nepal. The event is expected to be held in the first week of October 2023.
2. the equipment to be used and the design and branding for all materials will be reviewed and approved by MCA-Nepal.
3. *Optional services (item 19): MCA-Nepal, at its own discretion, will decide whether to utilize the MC services at the time of contract signing.

5.4 Event Handling: The events management agency shall be responsible for the running of the program. It should provide a creative team with the necessary hardware and software skills.

- Technical backup: A technical backup team with sufficient human resources should be assigned to handle all technical requirements, including sound system, light system, photography, a/v documentation, slide show, etc.

5.5 Documentation: The event must be well-documented in print, visual and audio-visual formats.

- Print documentation: Two dedicated persons should be assigned for the detailed notetaking of the program, which should result in a well-formatted event report.
- Visual documentation: One professional photographer should be assigned to capture significant moments of the event from various angles. No less than 100 photographs should be submitted with the assignment completion report.
- Audio-Visual Documentation: One professional videographer should be assigned to record the event and an audio-visual documentary of 5 minutes should be produced incorporating the clippings of the event in Nepali with English subtitles.

6. Qualification and Evaluation Criteria

Any established event management agency, which has the following qualification at the minimum, would be eligible:

- More than three years of experience in the field, preferably experience with donor agencies.
- Submission of evidence of a minimum of two recent experiences in managing similar events with 200 and above participants for international institutions. Evidence should include information on the events profile audience type, events

management services provided, and team structure that supported the event management.

- Professional Master of Ceremony with a minimum of three recent similar experiences. CVs of two (2) ¹ proposed candidate shall be submitted.

7. Reporting

- The event management agency should submit a plan for the event to the Communications and Public Affairs Manager, MCA-Nepal within 5 days from contract signing including layout for the event.
- A final report on the event to be submitted within four weeks after the completion of the event.
- The final report should consist of all produced documents including (i) Five minutes video documentation of entire event with major highlights (ii) all raw videos of the event (iii) all soft copies of photographs and 100 hard copies of selected photographs.
- The event management agency will need to work closely with the Communications and Public Affairs unit, MCA-Nepal.

8. Duration of service

For the purpose of the completion of event, reporting and payment process, the total duration of the assignment will be four months from the date of signing of the contract.

9. Ownership of the outputs

MCA-Nepal will reserve the Intellectual Property Rights (IPR) for all deliverables of the assignment. MCA-Nepal authority also reserves the right to cancel, change and modify any part or the whole assignment at any time before the contract or during the contract period.

10. Professional liabilities

The event management agency is expected to carry out the assignment with due diligence and in accordance with prevailing professional standards. A proper consultation with MCA-Nepal needs to be maintained throughout the planning, designing, documentation, development and reporting processes.

11. Confidentiality

All documents, reports and information from this assignment will be regarded as MCA-Nepal's property, so the mentioned outputs or part of it cannot be sold or used in any other case without the prior permission of MCA-Nepal.

¹ Only one MC is required for MCA-Nepal, however, CVs of two MC has been requested for back up purpose.

Annex 2**Quotation Submission Form****Procurement of Event Management Services****Bidder/Service Provider:** _____**Date:** _____

Item #				Service Provider's Quotation Price	Amount (In NPR)
	Description of items/Services	Unit	Quantity	Rate in Nepalese Rupees (NPR) (Excluding VAT)	
(1)	(2)	(3)	(4)	(5)	(6)=(4)*(5)
1.	Podium branding Material: Vinyl Forex Thickness: 2mm	Number	1		
2.	Main backdrop Dimension: 24L X 8 H ft. Material: Flex with metal frame	Number	1		
3.	LED screen Dimension: 12L X 10H ft.	Number	2		
4.	LED reference screen To be used as reference screen for the panelists/presenters Size: 42"	Number	2		
5.	LED screen raiser Dimension: 12L X 4B X 4H ft.	Number	2		
6.	LED raiser front masking Dimension: 12L X 4H ft.	Number	2		
7.	LED screen side masking	Number	2		
8.	Media server To be used for seamless and simultaneous screen displays.	Number	1		
9.	Professional indoor audio system 1 podium mic	Number	1		
10.	LED parcan lights To be used as stage focus lights	Number	10		

Item #	Description of items/Services	Unit	Quantity	Service Provider's Quotation Price	Amount (In NPR)
				Rate in Nepalese Rupees (NPR) (Excluding VAT)	
11.	Stage with masking Stage Size: 24L ft. X 12B ft.	Number	1		
12.	Photobooth wall Dimension: 15L X 10H ft. Material: Flex with metal frame	Number	1		
13.	Standee (roll up) Dimension: 6.5L X 2.75B ft	Number	6		
14.	Videography 1 Professional Videographer with high quality professional HD Camera.	Person/Number	1		
15.	Post Event video production Five minutes video documentation of entire event with major highlights.	Lumpsum	1		
16.	Photography 1 Professional Photographer with high quality professional HD Still Camera.	Person/Number	1		
17.	Note takers/rapporteurs Two experienced rapporteurs to capture highlights for the report.	Person	2		
18.	Live Interpretation services (Eng to Nepali, and vice-versa) with booth and 20 headsets	lumpsum	1		
Optional Services:					
19.	Master of Ceremony (MC) (For the required qualification of Master of Ceremony, please see in Point 6 of the Terms of References (TOR). (Optional Services: MCA-Nepal, at its own discretion, will decide whether to utilize the services of MC at the time of contract signing.)	Person	1		
Total Excluding VAT					

Item #	Description of items/Services	Unit	Quantity	Service Provider's Quotation Price	Amount (In NPR)
				Rate in Nepalese Rupees (NPR) (Excluding VAT)	
				VAT	
				Grand Total	

Note:

1. Bidders are required to quote the rate for item number#19 and it will be included in the total price for the quotation evaluation purpose. However, MCA-Nepal, at its own discretion, will decide whether to utilize the services of the MC at the time of contract signing.
2. Payment shall be done only after approval of the deliverables and submission of a valid invoice with approval of the deliverables.
3. Evaluation and Comparison of bids shall be carried out excluding VAT.
4. The Service Provider shall comply with any other payment instructions as may be reasonably given by MCA-Nepal.
5. Applicable withholding tax (TDS) will be deducted at the time of payment.
6. The Service Provider should be regular in terms of filing income tax and VAT return, that is, should not appear as Non-Filer at IRD (Inland Revenue Department), at the time of payment from MCA-Nepal.

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

We confirm that we will maintain confidentiality provision as per MCC PPG clause P1.B.2.27 and we have no conflict of Interest as per the Millennium Challenge Corporation Program Procurement Guidelines (<https://www.mcc.gov/resources/doc/program-procurement-guidelines>). We also confirm that we abide by the provisions of Millennium Challenge Corporation, Program Procurement Guidelines provisions.

We confirm that the person signing this form is an authorized person signing the quotation on behalf of our firm.

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) for Proposed Master of Ceremony (MC)

Proposed Position	[only one candidate shall be nominated for each position]		
Name of Service Provider	[Insert name of firm proposing the staff]		
Name of Personnel	[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]		
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]		
	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:	[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:		

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 with the **[Service Provider]** in the above-mentioned Request for Quotations. I further declare that I am able and willing to work:

1. for the period(s) foreseen in the specific Terms of Reference attached to the above referenced Request for Quotations for the position for which my CV has been included in the offer of the Service Provider and
2. within the implementation period of the specific contract.

Signature of Personnel

Or Signature of the Authorized Person on behalf of Service Provider.

Annex 4: Quotation Submission Checklist

Check List for Submission of the Quotation (as per Clause 7 of Instructions to Bidders of the Request for Quotations (RFQ))

1. Legal Status: Registration Certificate
2. VAT Registration Certificate.
3. Tax Clearance Certificate up to Fiscal year (78/79) .
4. Complete and signed Quotation Submission Form.
5. Organizational/company profile: Brief description of the organization, its institutional capacity and an outline of recent experience in providing event management services for events of a similar nature.
6. Documentary evidence supporting the similar experiences in managing similar events with 200 and above participants for international institutions. Evidence should include information on the events profile audience type, events management services provided, and team structure that supported the event management.
7. **CVs of two (2) Professional Master of Ceremony with a minimum of three recent similar experiences.**
8. **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:

Annex 5

Sample Contract /Purchase Order

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]

RECITALS

WHEREAS,

- (a) The United States of America, acting through 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 (the "Compact") in the amount of approximately **US\$ 500 million** ("MCC Funding") with the Government of Nepal also contributing **US\$197 million**, for a total of approximately **US\$697 million**. 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 Quotations ("RFQ") is issued. 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 provision 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 Millennium Challenge Account Nepal/
MCA-Nepal:**

For the Service Provider:

Name: Khadga Bahadur Bisht

Name:

Executive Director

Signature:

Signature:

Witness:

Witness:

Name:

Name:

Signature:

Signature:

The following annexes will be part of Contract:
Attachment A: General terms and Conditions of Contract
Attachment B: Terms of Reference/ Terms of Services
Attachment C: 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 as per the terms and conditions and as detailed below:

MCA-N/PM/SH/068		Date:			
Employer: Millennium Challenge Account Nepal (MCA-Nepal)		Event Management Services			
Service Provider/Service Provider:					
Address:		Tel:	Fax:	VAT No:	
Email Address:		Cell No:			
Contact Name:					
ORDER					
Item #	Description	Unit	Quantity	Unit price (NPR)	Total price (NPR)
Service required					
1.	Podium branding Material: Vinyl Forex Thickness: 2mm	Number	1		
2.	Main backdrop Dimension: 24L X 8 H ft. Material: Flex with metal frame	Number	1		
3.	LED screen Dimension: 12L X 10H ft.	Number	2		
4.	LED reference screen To be used as reference screen for the panelists/presenters Size: 42"	Number	2		
5.	LED screen raiser Dimension: 12L X 4B X 4H ft.	Number	2		
6.	LED raiser front masking Dimension: 12L X 4H ft.	Number	2		
7.	LED screen side masking	Number	2		
8.	Media server To be used for seamless and simultaneous screen displays.	Number	1		
9.	Professional indoor audio system 1 podium mic	Number	1		
10.	LED parcan lights To be used as stage focus lights	Number	10		
11.	Stage with masking Stage Size: 24L ft. X 12B ft.	Number	1		
12.	Photobooth wall Dimension: 15L X 10H ft. Material: Flex with metal frame	Number	1		
13.	Standee (roll up) Dimension: 6.5L X 2.75B ft	Number	6		
14.	Videography	Person/Number	1		

	1 Professional Videographer with high quality professional HD Camera.				
15.	Post Event video production Five minutes video documentation of entire event with major highlights.	Lumpsum	1		
16.	Photography 1 Professional Photographer with high quality professional HD Still Camera.	Person/Number	1		
17.	Note takers/rapporteurs Two experienced rapporteurs to capture highlights for the report.	Person	2		
18.	Live Interpretation services (Eng to Nepali, and vice-versa) with booth and 20 headsets	Lumpsum	1		
19.	Master of Ceremony (MC) (Optional Services: this item will be included in the contract if MCA-Nepal decides to use the service of a MC.)	Person	1		
TOTAL AMOUNT EXCLUDING VAT					
VAT					
TOTAL AMOUNT WITH VAT					

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

3) **Taxes:** 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 term:** For the purpose of the completion of event, reporting and payment process, the total duration of the assignment will be four months from the date of signing of the contract by both parties. The event is expected to be held in the first week of October 2023.

5) **Contract Manager:** For the purpose of management of the contract/purchase order from the Employer's side, the Contract Manager is:

Manager – Communications and Public Affairs

Millennium Challenge Account Nepal (MCA-Nepal)
2nd & 3rd Floor, East Wing,
Lal Durbar Convention Centre,
Yak & Yeti Complex, 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:

6) Payment Conditions:

Prices mentioned in this purchase order are all-inclusive in Nepalese Rupees (NPR). The offered price includes all costs needed to provide the Services in accordance with the Terms of Reference and Conditions of Contract. 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 VAT Invoice (Submitted invoice should include PAN number of MCA-Nepal);
- ii). An 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 contract and;
- iii). The Service Provider shall comply with any other payment instructions as may be reasonably given by MCA-Nepal.
- iv). The Service Provider should be regular in terms of filing income tax and VAT return, that is, should not appear as Non-Filer at IRD (Inland Revenue Department), at the time of payment from MCA-Nepal.
- v). Applicable withholding tax (TDS) will be deducted at the time of payment.

7) Bank Details of the Service Provider:

Name of the Bank:

Branch Address:

Name of the Account:

Account No:

SWIFT Code:

IBAN: (if applicable)

8) 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 Subcontractor), (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.

9) Failure to Perform: The Employer may cancel/terminate, at any time, this contract 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.

10) Amicable Settlement of Disputes.

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

11) 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.

Attachment B: Terms of Reference/ Terms of Services

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



MILLENNIUM

CHALLENGE CORPORATION

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 14th 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.
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.
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.

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, (ii) on the consolidated list of individuals and entities maintained by the "1267 Committee" of the United Nations Security Council, (iii) on the list maintained on www.sam.gov, or (iv) on such other list as the MCA Entity may request from time to time.

For purposes of this provision,

- 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. 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.