



Request for Quotations (RFQ)

Issued on: 24 June 2024

Millennium Challenge Account Nepal
on behalf of

The Government of Nepal
funded by

The United States of America
through

The Millennium Challenge Corporation

For

Redesign and Maintenance of MCA-Nepal Website

Ref No: **MCA-N/PM/SH/079**



REQUEST FOR QUOTATION (RFQ)

Procurement Title : **Redesign and Maintenance of MCA-Nepal Website**

Procurement Ref: MCA-N/PM/SH/079

Date of Issue of Request: 24 June 2024

To : All eligible Offerors

Sir/Madam:

1. The Millennium Challenge Account Nepal (MCA- Nepal) hereby requests you to submit a quotation/(s) for the supply of the following Services:

- Improvement or redesign/re-build of the MCA-Nepal website - <https://www.mcanp.org> by adopting enhanced layout, optimized features, CMS, and backend data management.
- Provide technical support for the maintenance of the website

To assist you in the preparation of your price quotation we enclose the necessary **Scope of Services, List of Services and Delivery Schedule, Form of Quotation, and draft Contract.**

2. To be qualified, you must have experience as a Service Provider of the Services covered by this **Request for Quotation** and, as evidence, you must also attach a document of your **more than five years of experience** as Service Provider for international institutions, Government of Nepal Projects, or private sector. Evidence should include the information on more than 5 years of experience in:

- i. development and renovation/face-lifting of websites, CMS (Content Management System), in WordPress or other popular website development languages.
- ii. use of current web development technologies and design tools– PHP, JAVA/JavaScript, Python, Dreamweaver, HTML/DHTML/XHTML, CSS, XML ASP.NET, CSS, SQL/MySQL # Flash, etc.

3. Your quotation should be submitted in accordance with the following instructions, procedures, and the terms and conditions of the **Contract.**

Preparation of Quotations

- (a) Your price quotation/(s) shall be for all the Services as described in the attached documents and submitted only in the attached **Form of Quotation** with the **Scope of Services, List of Services Delivery** and **Price Schedule**. The currency of quoted prices and payment shall be in **Nepalese Rupees (NPR)**.
- (b) The prices should be quoted for delivery of the Services in **Kathmandu** and should be accompanied by following administrative and qualification related documents:
- i. Legal Status: Registration Certificate.
 - ii. VAT Registration Certificate.
 - iii. Tax Clearance Certificate of recent last three fiscal years.
 - iv. Complete and signed List of Services Delivery and Price Schedule.
 - v. Documentary evidence supporting the experiences as stated in no.2 of this RFQ.
 - vi. CVs of key professionals (Technical Lead/Senior Developer/Programmer and Website Designer) for web design with a minimum of five years' similar experience. (Sample CV format - Attachment 5).
 - vii. Organizational/company profile: Brief description of the organization, its institutional capacity and an outline of recent experiences in providing web design/upgrading.
- (c) You shall submit only one set of quotations for all the above items. Your quotation must be typed or written in indelible ink and shall be signed by you or your authorized representative. Without a signature in your **Form of Quotation**, your quotation *may* not be considered further.
- i. If your quotation is submitted electronically only one copy of the **Form of Quotation** must be submitted. In this instance, this copy will be construed to be the original and the signatures may be written or electronically signed using any applicable software.
- (d) Your quotation(s) should be valid for a period of 90 days from the deadline for submission of the quotation/(s) as indicated below. In exceptional circumstances, MCA-Nepal may request the service providers to extend the validity of the Quotations beyond the date that has been initially indicated in this RFQ. If the Bidder(s) agrees to the request for extension, the Bidder shall then confirm the extension in writing, without any modification whatsoever to the Quotation.
- (e) Clarifications may be requested by email not later than **4 July 2024, COB** so that responses can be issued not later than **8 July 2024**. The request for requesting clarification is:

Millennium Challenge Account Nepal (MCA-Nepal)
Attn: The Procurement Agent
Address : 2nd & 3rd Floor, East Wing,
Lal Durbar Convention Centre,
Yak & Yeti Complex,
Durbar Marg, Kathmandu, Nepal
E-mail : MCANepalPA@dt-global.com

Submission and Opening

- (f) Your **Form of Quotation** with the priced **List of Services and Delivery Schedule** should be submitted electronically by **15 July 2024 at 3:00 PM (Nepal Time)** through the file request link (Dropbox Link) below:

<https://www.dropbox.com/request/rK44Iq987dHHRXjITWy9>

Instruction for uploading your submission:

- Click of above 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
- Done

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

- (g) Quotations shall be opened on **15 July 2024 at 3:30 PM (Nepal Time)** electronically at the following address: 2nd & 3rd Floor, East Wing, Lal Durbar Convention Centre, Yak & Yeti Complex, Durbar Marg, Kathmandu, Nepal

Evaluation and Comparison

- (h) The submitted Quotations will be verified for administrative and eligibility compliance with the requirements of this Request for Quotations.
- (i) Quotations determined to be substantially responsive to this **Request for Quotation** will be evaluated by comparison of their offer prices. A quotation is not substantially responsive

if it contains material deviations or reservations to the terms, conditions, and specifications in this **Request for Quotations**.

- (j) In evaluating the quotations, the MCA-Nepal will adjust for any arithmetical errors as follows:
- (i) where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
 - (ii) where there 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.

You will be notified of the corrections to the submitted Quotation. If you refuse to accept the correction, your Quotation will be rejected. No changes to your Quotation will be allowed after submission.

- (k) The Qualifications and Experience evaluation will be assessed on a “pass and fail” basis. The firm must have more than 5 years of experience and must have key personnel (Technical Lead/Senior Developer/Programmer and Website Designer) with 5 years’ experience in web designing. For more details on **Qualifications and Evaluation Criteria**, the service provider needs to refer to **Section 5 of Attachment 1: Scope of work**.

Award of Contract

- (l) The MCA-Nepal shall award the contract to the Service Provider whose quotation has been determined to be substantially responsive to this **Request for Quotations** and who has offered the lowest price quotation *or* best value for money at the MCA- Nepal’s discretion, provided that the Service Provider is determined to be eligible and qualified to perform satisfactorily.
- (m) The Service Provider whose quotation has been accepted will be notified by the MCA-Nepal within 60 days from the date of submission of quotation through the return of a copy of the **Form of Quotation** with **Acceptance** signed by the authorized representative of the MCA-Nepal.
- (n) The successful Service Provider shall sign the **Contract** governed by the **Contract Terms and Conditions**. Please note that submitting a Quotation is an acceptance of the **Contract Terms and Conditions of the Contract** and that these will not be modified.
4. 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 Quotation (“RFQ”) is issued.

5. MCC’s Anti-Fraud and Corruption Policy ([Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations | Millennium Challenge Corporation](#)) requires that all beneficiaries of MCC Funding, including the MCA-Nepal and any applicants, Bidders, Contractors, Subcontractors, Consultants, and Subconsultants under any MCC-funded contracts, observe the highest standards of ethics during the procurement and execution of such contracts.
6. Conflict of Interest: A bidder shall not have a conflict of interest. Bidders are subject to the conflict-of-interest provisions 4.8 covered under the [Accountable Entity Procurement Policy & Guidelines \(mcc.gov\)](#). All bidders found to have a conflict of interest shall be disqualified.
7. Eligibility: Bidders shall also satisfy the eligibility provisions 4.10 and Part 8.2 covered under the [Accountable Entity Procurement Policy & Guidelines \(mcc.gov\)](#).
8. Bidders may challenge the results of a procurement according to the rules and provisions of the Bid Challenge System published on the MCA-Nepal’s website at <https://mcanp.org/en/wp-content/uploads/sites/2/2024/06/MCA-Nepal-Bid-Challenge-System-ICS-and-Shopping-20-June-2024.pdf>.
9. Please confirm by e-mail MCANepalPA@dt-global.com the receipt of this request and whether or not you will submit the price quotation(s).

Sincerely,

For MCA-Nepal:
Khadga Bahadur Bisht
Executive Director

Attachment 1

SCOPE OF 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 Electricity Transmission Project (ETP) will build up to 315 kilometers of 400 kV electricity transmission lines, three substations, and provide technical assistance for the power sector; and the Road Maintenance Project (RMP) will carry out maintenance works on up to 130 kilometers of the strategic road network and provide technical assistance to improve road maintenance practices in Nepal. The ETP is being implemented in Sindhupalchowk, Nuwakot, Kathmandu, Dhading, Makwanpur, Tanahun, Chitwan, Palpa, Nawalparasi (Bardaghat Susta East), Nawalparasi (Bardaghat Susta West) districts and the RMP is being implemented in Dang district.

This document outlines the terms of reference to improve MCA-Nepal's existing website and provide technical support for the maintenance of the website.

2. Justification

MCA-Nepal is committed to ensuring the right to information and believes in transparency, practicing a culture of openness throughout the implementation of its program. In line with its commitment, MCA-Nepal has been sharing timely information on the status of the projects to the public via its website and other digital online, and offline materials using various tools and technologies. As the program has entered the implementation phase, there is a need to continuously share timely updates, notices and reports, success stories and positive impacts to a wide-ranging audience through an enhanced, impressive and accessible communications platform.

MCA-Nepal intends to improve its website's (www.mcanp.org) current layout with an improved layout design and optimized features for better navigation experience with new Content Management Service (CMS) and improved backend database management. The enhanced website should provide audience a better surfing/navigation experience, search

engine optimization (SEO) by leveraging emerging technologies for seamless user interaction.

3. Objectives

The objective of the contract is to receive the following services in order to augment MCA-Nepal's communication to the public in line with MCA-Nepal Branding Guidelines with the following service.

- (i) Improvement of MCA-Nepal's website by adopting enhanced layout design, optimized features for better navigation experience with new Content Management Service (CMS) and improved backend database management.
- (ii) Provide technical support for the maintenance of the website

4. Scope of Work

4.1. Improvement of Website

The Service Provider will comprehensively review the existing website design, platform used, and backend database structure to optimize layout design with secure website operation across a wide range of browsers, gadgets/handheld devices, screen sizes and browsing platforms (Android, iOS) for an enhanced website with improved accessibility and better navigation experience. The enhancement will also include a dynamic layout for banner pages/photos, success story and regular update archives; enhanced website navigation and sitemaps with better hovering capabilities; improved publication archives at the backend that stores published information categorically for easy retrieval as required; and fine-tuning of the entire navigation experience with better social media integration, CMS and cross-browser compatibility.

Typically, the Service Provider will perform the following tasks:

4.1.1. Technical Assessment of Existing Website

This task will include technical assessment of the existing website to evaluate its various aspects - content, design, coding/platform and backend database management and identify areas of weakness of the current website for potential improvement recommendations to MCA-Nepal. The key elements to include in the technical assessment as are given below:

- i. Website architecture – Review the existing design architecture of website to identify a clear and logical structure of data, access hierarchies and site maps to ensure if the current layouts are appropriate.
- ii. Quality of coding and compatibilities– Review existing coding for appropriateness to browse the website from a range of diverse devices, screen sizes, browsers and platforms.

- iii. Security – Examine the existing design for security loopholes and vulnerabilities. All data exchanged between web-server and users’ devices should be encrypted with HTTPS.
- iv. Database management – Examine the efficiency and organization of backend-data so that no duplicate data exists and for periodic backup and recovery plan.
- v. Browsing performance – Examine if any third-party plug-ins are secure, technically compliant with browsing speeds including meta tags, headings, and sitemaps for SEO.
- vi. Examine existing WordPress/CMS setup, folder structure and access control mechanism for professional operation, update and maintenance of website.
- vii. Review monitoring, analytics and tracking setups – Confirm if current analytics tools for site/page tracking are correctly setup to monitor access traffic.
- viii. Compliance – Ensure compliance with legal and regulatory requirements, such as privacy policies and data protection laws.

4.1.2. Identify the Areas of Improvement (Design, Content, Data)

This task will include preparing a performance matrix with listings for possible areas of improvement for enhanced layout design, optimization, and data management to meet the business goal and objective of MCA-Nepal. Findings based on the above assessment will be tabulated so that a roadmap of improvement work will be prepared.

The key elements to include in the task are given below:

- i. Modify or Redesign – Gather users’ feedback, operational efficiency, color coding and quality of photos and videos element currently presented are appropriate.
- ii. Content Management – See the existing content and their organization, nature of future data/contents, display materials and the size of data storage requirement for additional functionalities for social media integration and update mechanism. Verify if a clear and concise folder structure/site map is built so that stored contents are safe and accessed promptly without any issue.
- iii. Backend Data - Ensure that tables, fields, and relationships are well-defined and follow the normalization principles; examine existing data structure and tables are enough to populate all published content to archive systematically at the backend and review if current data storage, growing pattern, indexing and query optimization are properly designed (safe storage, version control and backups are crucial functionalities).

MCA-Nepal requires technical justification for any changes/modifications or switching of development platforms - WordPress/Joomla/Wix/Drupal. However, any

common standard coding Languages and popular backend database system will be allowed while improving the current website design.

Coding and designed pages shall be encrypted with HTTPS and complied with W3C (<https://w3.org>) Standard coding.

4.1.3. Finalize the Content and Data Structure (sitemap)

Once the tasks on technical assessment and identifying areas of improvement are completed, the Service Provider will undertake the task to list out conceptualize and present a plan that will include the following:

- i. Content /Design Structure Plan: This will include a plan for a new design with layout of the content to be placed at the homepage, navigation, menus/sub-menus structure, site pages and sections, headings and subheadings, photos, videos and multimedia elements.
- ii. CMS, Data Structure, Access Plan: This will include a plan to develop database schema, tables, fields and database-relationships in order to organize the published content once replaced by new content and archive at the backend.

The Plan will be presented and approved by MCA-Nepal before proceeding forward. CMS will be finalized during this activity so that relevant data and updates are managed by appropriate users and groups (procurement, communications) based on their access permissions. This task will also finalize new site maps, data types, indexing, future scalability, and storage inventory for backend data storage/retrievals. With this comprehensive structure, the service provider will be ready to present new prototype for improved design to submit to MCA-Nepal.

4.1.4. Presentation of Wire-Framing and Prototyping

MCA-Nepal website has been in operation for more than 5 years, with established features and functions. Layout/frames, colors, patterns, and menu/submenu structures are already set up. The consultant does not need to initiate the development process from scratch; existing elements and functionalities provide a foundation for further enhancements.

For this task, the service provider (with the help of both the designer and developer) will explore innovative solutions for both design and content management in the finalization of wire-framing and proto-typing.

Once complete, the service provider (designer and developer) will present and demonstrate the new CMS and overall design they envision to the Contract Manager

for MCA-Nepal's approval. The Service Provider will mobilize their team for detailed design and development work after approval of presentation.

4.1.5. Re-Design and Development Work

The Service Provider is expected to use standard common programming languages such as: PHP, JAVA/JavaScript, Python, Dreamweaver, HTML/DHTML/XHTML, CSS, XML ASP.NET, CSS, SQL/MySQL # Flash, etc. However, developers are allowed to use any other software which is better in terms of coding standard, availability of skill sets and popular in the emerging market. However, all coding and design shall be complied with W3C - <https://www.w3.org/standards/> coding standard.

The Service Provider will collaborate with both front-end and back-end designer and developers to ensure seamless integration to undertake the following tasks:

- i. Implement the design, functionality, and features outlined in the wireframes and proto-types as approved by MCA-Nepal.
- ii. Ensure the new design displays the content in an organized, attractive, and user-friendly manner that complies with MCA-Nepal Branding Guidelines.
- iii. Fine tune the search engine optimization to increase the efficiency of document retrieval from the website for better users' experience.
- iv. Ensure more responsive and attractive displays in gadgets and hand-held devices (Android and iOS), diverse screen sizes, desktops/laptops, and platforms (Windows and Mac).
- v. Functionality testing: Test the website thoroughly for functionality, responsiveness, and cross-browser compatibility.
- vi. User acceptance testing (UAT): Engage MCA-Nepal to review the site and get the feedback for more refined outputs.

Once the new design and development part is completed and UAT is approved by MCA-Nepal, Service Provider will work to migrate the entire content from the existing website to the new CMS system.

4.1.6. Data/Content Migration and Testing

To migrate data and content from the existing website to a new site, the Consultant will undertake the following tasks:

- i. Migration – make an inventory of content, design elements, media files and other relevant information that require careful migration.
- ii. Mapping – map the route what data from the old website goes where in the new website.
- iii. Backup – Perform a comprehensive backup of all data on the old website. This ensures that a safety net in case anything goes wrong during the migration process.

- iv. Migration Tools and Scripts - Utilize appropriate migration tools or scripts to automate the transfer of data. This can include content management system-specific tools or custom scripts for database migration.
- v. Data Cleaning – Review and clean up the data before migration. Remove duplicate or obsolete content, correct errors and ensure data integrity.
- vi. Redirects- Implement redirects for new site and pages. Coordinate with MCA-Nepal (IT) for necessary technical support to manage – IP, DNS, SSL, A record and MX record etc. Communicate downtime if applicable.
- vii. Post-Migration Review: Monitor the new site, address issues promptly, and collect feedback for a smooth transition.
- viii. Documentation – Document the migration process, record challenges faced and solutions.

4.1.7. Deployment and Launch

To bring the website from concept to reality and make it available for the audience, the Service Provider will undertake the following tasks during the Go-Live.

- i. Final Review: Conduct a final review to ensure all aspects meet the defined objectives.
- ii. Setup backend configuration of new/existing webserver accordingly – MX record, SSL, DNS, IPs and A records coordinating with MCA-Nepal (IT) so that new site will be promptly discovered and accessed without affecting MCA-Nepal’s regular IT services.
- iii. Go-Live Preparation: Schedule a launch window, backup current site, and prepare for the site's deployment.
- iv. Deployment: Deploy the re-designed/improved website to the live server during a scheduled downtime.
- v. Monitor the website closely immediately after deployment to identify and address any issues promptly.
- vi. Communicate the website's launch to relevant stakeholders, including MCA-Nepal, identified users, and internal teams for their feedback.

4.1.8. Training and Documentation

To facilitate the understanding, operation, and maintenance of the website including a smooth transition of the redesigned/improved layouts and platform, the Service Provider will undertake the following tasks:

- i. User Training: Provide training sessions for the end-users i.e. MCA-Nepal teams to use the in-built features and functions for managing and updating the content in-house using CMS.

- ii. Documentation: Create an operational manual detailing CMS functionalities and procedures for updating content. Provide step-by-step guidelines for resolving common issues and troubleshooting processes.
- iii. Operation and management - Ensure users and administrators are aware of potential risks and preventive measures. Secure use of FTP password and admin panels, best practices. Documentation of update activities, legal considerations, privacy policies and compliance to be followed while managing the website.

4.1.9. Post-Launch Support Services and Warranty

There will be a liability (warranty) period of at least ONE year to address any issue arising as a result of errors in the development process or design faults. The task below will be carried out as per MCA-Nepal’s needs at no additional cost.

- i. Monitoring: Monitor the site for any issues or performance concerns.
- ii. Bug Fixes and Updates: Address any bugs or issues that arise during the website operations or while implementing updates.
- iii. Ongoing Maintenance: Provide ongoing support, security updates, and content management assistance.
- iv. Post-Launch Support – Service Provider should provide at least ONE-year of warranty/liability period so that any issue or bugs will be fixed on time within this SOW.

4.1.10. Website Maintenance and Technical support

Upon expiration of the Post Launch Support Services and Warranty, MCA-Nepal may exercise, at its sole discretion, the Option Services to provide Website Maintenance and Technical Support services. These services will be provided to MCA-Nepal as and when needed, via Tasks Orders which will include the number of hours required and the rate/hour as per the provisions of the contract. The duration of the Option Services will be up to the Compact End Date plus 120 days of closure period i.e. 27 December 2028.

5. Qualification and Evaluation Criteria

For Firm

Any established firm, which has the following qualification at the minimum, would be eligible:

- a. More than five years of experience in development and renovation/face-lifting of websites, CMS (Content Management System), in WordPress or other popular website development languages;

- b. Evidence of current web development technologies and design tools using – PHP, JAVA/JavaScript, Python, Dreamweaver, HTML/DHTML/XHTML, CSS, XML ASP.NET, CSS, SQL/MySQL # Flash, etc.

For Key Professionals

CVs of the following key professionals required to deliver the above services should be submitted to include:

a. Technical Lead/Senior Developer/Programmer

- Bachelor's degree in relevant field - IT/computer science or engineering etc.
- More than five years of web-based software development experience, database management and website development and CMS.
- Expert in working with C++, JAVA or other programming languages.
- Expert in working with current web-designing languages – PHP, JAVA/JavaScript, Python, Dreamweaver, HTML/DHTML/XHTML, CSS, XML ASP.NET, CSS, SQL/MySQL # Flash, etc. similar areas.
- Expert in making search engines, optimization, website analytics, online services and interactive website development.

b. Website Designer

- Bachelor's degree in relevant field
- More than five years of experience in designing website graphics, videos and photo elements to produce dynamic pages.
- Knowledge in website development languages, PHP, JAVA, HTML, CSS, JQuery etc.
- Successful track record in implementation of similar projects and web development

6. Reporting

- The technical lead/senior developer of the selected service provider will report directly to the Contract Manager from MCA-Nepal
- The technical lead/senior developer should submit a plan and timeline for redesign of the website as defined in the scope of work to the MCA-Nepal within 10 days from contract signing.

- The service provider will be oriented on MCA-Nepal Branding Guidelines after signing of contract and will need to work closely with the Communications and Public Affairs unit, MCA-Nepal.
- All clearances for final products will be provided by MCA-Nepal Contract Manager.

7. Duration of service

This assignment includes a base period of a maximum of 15 months as follows: (i) 3 months from the date of signing the contract for the website redesign including the services as stated in “**4.1.8 Training and Documentation**” under Attachment 1: scope of services, and (ii) 12 months of Post-Launch Support Services and Warranty (*refer to 4.1.9 under Attachment of this RFQ*) counted from the launching date of the Redesigned Website. Accordingly, the Base Period will have a maximum duration of 15 months.

The Option Period for providing the Maintenance and Technical Support (*refer 4.1.10 under Attachment of this RFQ*), will start upon expiration of the Base Period and the duration should be up to the Compact End Date plus 120 days of closure period i.e. 27 December 2028.

At MCA-Nepal discretion and with the agreement of the service provider, the option period can be exercised at once or in individual periods. Exercising the option periods is at the sole discretion of MCA-Nepal, subject to funds availability, performance of the service provider.

8. 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.

9. Professional liabilities

The service provider 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.

10. 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.

Attachment 2

LIST OF SERVICES AND DELIVERY SCHEDULE

SN	Description	Unit	Quantity (Set)	Unit Value (NPR)	Total Cost (NPR)	Delivery Schedule
1.	Redesign of Website including one year Warranty and Post-Launch Technical Support Services	Lump Sum	1			a. Redesign of Website Maximum 90 days after contract signing. b. Warranty and Post-Launch Technical Support Services of 1 Year after launching the Redesigned Website.
2.	Website Maintenance Option Period)	Hrs.	600 hrs.			As and when needed, up to the Compact End Date
Sub-Total before VAT						
VAT 13%						
Total Including VAT						

Note:

1. The price in the table above must be filled and submitted by the Service Provider and it shall include all the costs needed to provide the services by the Service Provider as per the requirements in the Request for Quotations.
2. The Website Maintenance services will be provided by the Service Provider as and when needed, upon MCA-Nepal issuing a Task Order describing the needed services, the number of hours required and the total price of the services.
3. Payments will be made within thirty (30) days only after the approval of the deliverables and submission of a valid VAT invoice with approval of the deliverables. Payment conditions are as follows:

- a. **Redesign of Website** including Warranty and Post-Launch Technical Services
 - i. 90% of the price for this item upon delivery, acceptance and launching of the Redesigned website.
 - ii. 10% of the price for this item will be paid upon expiration of the Warranty and Post-Launch Technical support Services period of one year.
 - b. Website Maintenance
 - i. 100% of the amount of each Task Order upon delivery and acceptance of the work/assignment in the Task Order.
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.

We confirm that we have no conflict of Interest as per MCC Accountable Entity Procurement Policy & Guidelines which are provided on the MCC website <https://www.mcc.gov/resources/doc/010124-ae-program-procurement-policy-guidelines/>.

We also confirm that we abide by the provisions of MCC Accountable Entity Procurement Policy & Guidelines.

Our Quotation is valid for 90 days year from the date of Submission and is in accordance with the requirement stated under this Request for Quotation.

Service Provider [*Include Date and signature*]

FORM OF QUOTATION

(Services)

_____ (Date)

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

We offer to execute the **Redesign and Maintenance of MCA-Nepal Website** Ref No: MCA-N/PM/SH/079 in accordance with the **Contract Terms and Conditions** and the priced **Supply and Delivery Schedule** accompanying this Quotation for the Contract Price of _____ [amount in words and numbers] (_____) [name of currency] _____. We propose to complete the delivery of Services described in the Contract within the Delivery Time indicated in the priced **List of Services and Delivery Schedule**.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Offer and Warranty conditions imposed by the **Request for Quotation** document and the **Contract Terms and Conditions**, respectively.

We: (a) have not been associated with the party that prepared the scope of work of the contract that is subject of this **Request for Quotation**; (b) are eligible to contract with MCA-Nepal and (c) to the best of our knowledge, are not prohibited from being contracted in compliance with a decision of the United Nations Security Council.

Name of Service Provider: _____

Authorized Signature: _____

Name of Signatory: _____

Title of Signatory : _____

Address : _____

Telephone Number: _____

Email address (optional): _____

ACCEPTANCE

The MCA-Nepal accepts the Service Provider's offer to supply and deliver the Services. Attached is the Contract with accepted Contract price for the Service Provider's signature to be submitted to the MCA-Nepal within 5 days from receipt.

Name of Employer : Millennium Challenge Account Nepal (MCA-Nepal)
Authorized Signature : _____
Name of Signatory : _____
Title of Signatory : _____
Date : _____

Attachment 3
Sample Contract and Conditions



CONTRACT

Contract Title : Redesign and Maintenance of MCA-Nepal Website

Contract Reference Number MCA-N/PM/SH/079

This Contract is entered into on __[date]__ day of __[month]__, __[year]__, between Millennium Challenge Account Nepal on the one part, and ____[name of Service Provider]____ (hereinafter called “the Service Provider”) on the other part.

Whereas the MCA-Nepal has requested for quotations for **Redesign and Maintenance of MCA-Nepal Website** to be supplied by the Service Provider in accordance with the **Contract** and has accepted the Quotation by the Service Provider in the amount of ____[amount in words]____ [amount in figures] excluding VAT hereinafter called “the Contract Price”.

The MCA-Nepal and the Service Provider agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:
 - a) **Form of Quotation**, and its **Acceptance with List of Services and Delivery Schedule**
 - b) **Contract Terms and Conditions**; and
 - c) **Scope of Services**

Scope and Description of Services. The work to be performed by the Service Provider under the Contract (such work being hereinafter called the "Services") is described in the Scope of Services (Appendix A) and Service Provider's List of Services and Delivery Schedule (Appendix B).

Term of Engagement. The Service Provider shall commence the Services on [insert start date] (the "**Start Date**"). It is presently envisaged that the Services will be completed on or before 27 December 2028 (the "**End Date**," and the period between the Start Date and the End Date, inclusive, shall be referred to as the ("**Term of Engagement**"). The Service Provider shall be engaged by the MCA-Nepal for the Term of Engagement, provided that the MCA-Nepal may at any time upon giving the Service Provider reasonable notice in writing, terminate this Contract.

Task Orders for Maintenance of the Website: The Maintenance and Technical Support Services option will be implemented via specific Task Orders. For each Task Order, the delivery time and number of hours for the required services will be indicated in the Task Order, which will be issued as per MCA-Nepal requirements on an as-needed basis and using the rate quoted by the Service

Provider. MCA-Nepal will try to issue a Task Order for the required services at least 3 working days in advance, however in case of urgency it can be any duration.

Payments:

Prices mentioned in this contract will be all-inclusive in Nepalese Rupees (NPR). The contract prices should include all the costs needed to provide the services in accordance with the Scope of Services and Conditions of Contract.

Payment of the Contract Price shall be made in the following manner:

- a. **Redesign of Website** including Warranty and Post-Launch Technical Services
 - i. 90% of the price for this item upon delivery, acceptance and launching of the Redesigned website.
 - ii. 10% of the price for this item will be paid upon expiration of the Warranty and Post-Launch Technical support Services period of one year.
- b. **Website Maintenance**
 - i. 100% of the amount of each Task Order upon delivery and acceptance of the work/assignment in the Task Order.

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 of the Services and verified by the Contract Manager to confirm the services were provided as per the signed contract,
- iii. The Service Provider shall comply with any other payment instructions as may be reasonably given by MCA-Nepal.

Applicable withholding tax (TDS) will be deducted at the time of payment. 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.

The Invoice (s) must be submitted to the following address:

Millennium Challenge Account Nepal (MCA-Nepal)
2nd and 3rd Floor, East Wing, Lal Durbar Convention Center
Yak and Yeti Complex, Durbar Marg
Kathmandu, Nepal.
Attn: Agreement/Contract Manager
Email:

All payments by the MCA-Nepal shall be made to the account(s) of the Service Provider with the following details:

For NPR payments:

Account Name:

Account Number:

Bank Name:

Bank Address:

SWIFT Code:

Intermediary Bank account details:

Notices and Requests. Any notice or request required or permitted to be given or made under this Contract shall be in writing. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail, cable, email, or fax to the party to which it is required to be given or made at such party's address specified below:

For the MCA-Nepal

2nd & 3rd Floor, East Wing, Lal Durbar
Convention Centre, Yak & Yeti Complex,
Durbar Marg, Kathmandu, Nepal
Attention: Name and Title
Email:
Tel

For the Service Provider

[Insert Service Provider Address]
Attention: Name and Title
Email:
Tel

Facilities and Services Provided by the MCA-Nepal. The MCA-Nepal shall provide the Service Provider free of charge the services, facilities, equipment, documents, and information listed in Appendix C.

IN WITNESS whereof the parties hereto have executed the Contract under the laws of Nepal on the date indicated above.

Signature and seal of the MCA-Nepal:

For and on behalf of

Signature and seal of the Service Provider:

For and on behalf of

Name of Authorized Representative

Name of Authorized Representative

CONTRACT TERMS AND CONDITIONS

1. General

This Contract, including these general terms and conditions, a form of Contract, and any other documents attached hereto, constitute the entire agreement between the parties.

2. Definitions

“MCA-Nepal” means the Millennium Challenge Account Nepal.

The “Service Provider” means the bidder who has been accepted by MCA-Nepal and includes the Service Provider's legal personnel representatives, successors, and assignees.

“Services” means the services the Service Provider will perform as specified in Appendix A.

“Contract” means those several documents listed in the Contract and constituting the minimum requirements for the execution of the Services by the Service Provider.

“Employer” means “MCA-Nepal.

“MCC” is the Millennium Challenge Corporation.

“Compact” means [*the Millennium Challenge Compact, dated 14 September 2014 by and between the United States of America and Government of Nepal.*

“Tax” and “Taxes” have the meanings given the terms in the Compact or related agreement.

“Term of Engagement” means the period during which the Service Provider will be expected to perform the Services.

3. Acknowledgment and Acceptance of Contract

The Service Provider, by signing the contract and returning it to the MCA-Nepal, signifies acceptance of the Contract and of the terms and conditions governing the Contract.

4. Performance of the Services

4.1 The Service Provider shall carry out the Services with due diligence and efficiency and shall furnish to the MCA-Nepal such information related to the Services as the MCA-Nepal may from time-to-time reasonably request.

4.2 The Service Provider shall at all times cooperate and coordinate with the MCA-Nepal with respect to the provision of the Services.

4.3 The Service Provider shall respect and abide by all applicable laws of Government of Nepal

5. Fees and Payments

5.1 No fees shall be paid in respect of work performed other than during the Term of Engagement as specified in the Contract. The MCA-Nepal shall pay to the Service Provider the amounts claimed for the services according to the scope of work (as attached in Appendix B), within thirty (30) calendar days of completion or satisfactory performance of the services, provided such claims are supported by adequate documentation.

5.2 Except as may be otherwise specified in the Contract, the fees shall also be deemed to include all administrative expenses including per diem allowances, travel and other miscellaneous and overheads of the Service Provider.

6. Taxes and Duties

6.1 Except as may be exempted pursuant to the Compact or another agreement related to the Compact, available in English at https://mcanp.org/en/wp-content/uploads/2019/04/Millennium_Challenge_Compact.pdf, the Service Provider may be subject to certain Taxes on amounts payable by the MCA Entity under this Contract in accordance with applicable law (now or hereinafter in effect). The Service Provider 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 Supplier, the Contract Price shall not be adjusted to account for such Taxes.

6.2 Without prejudice to the rights of the Service Provider under this clause, the Service Provider will take reasonable steps as requested by the MCA Entity or the Government of Nepal with respect to the determination of the Tax status described in this Clause 6.

6.3 If the Service Provider is required to pay Taxes that are exempt under the Compact or a related agreement, the Service Provider shall promptly notify the MCA Entity (or such agent or representative designated by the MCA Entity) of any Taxes paid, and the Service Provider 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.

6.4 The MCA Entity shall use reasonable efforts to ensure that the Government of Nepal provides the Service Provider the exemptions from taxation applicable to such persons or entities, in accordance with the terms of the Compact or related agreements.

7. Contract Amendments

7.1 No amendment or other modification of this Contract shall be valid unless it is in writing, is dated, expressly refers to this Contract, and is signed by a duly authorized representative of each Party to this Contract.

However, if it is required to replace the key personnel for the assignment by the Service Provider, no amendment will be issued, instead it can come into effect after the exchange of letters and approval from the contract manager.

8. Subcontracting

The Service Provider shall not assign or subcontract the Contract or any part thereof except with the prior consent in writing of the MCA-Nepal. The MCA-Nepal may at its sole discretion refuse to consent.

9. Insurance

9.1 The Service Provider shall be responsible for appropriate insurance coverage and for assuring that any subcontractors it uses also maintain adequate insurance coverage. The Service Provider shall take out and maintain insurance against the risks and for the coverage set forth below:

- (a) in the event the Service Provider is using owned or leased vehicles in carrying out Services under this Contract in the Country of assignment, adequate motor vehicle insurance cover in accordance with local standards;
- (b) insurance or self-insurance against loss or damage to (a) the Service provider's personal property used in the performance of Services and (b) any documents prepared by the Service provider in the performance of Services; and
- (c) insurance against loss of or damage to the equipment purchased in whole or in part with funds provided under this Contract and against loss of or damage to Service Provider's property, including papers and documents, necessary to the Services.

10. Language

All communications and documents related to the Contract shall be in English.

11. Confidentiality

11.1 Except with prior consent of the MCA-Nepal, the Service Provider shall not at any time communicate to any person or entity any information disclosed to the Service Provider for the

purposes of the Services or discovered in the course of the Services, nor shall the Service Provider make public any information known as a result of the Services.

11.2 If the Service Provider in the course of services is expected to handle sensitive, private or confidential information, such service provider shall sign Non-disclosure Agreement.

12. Fraud and Corruption

13.1 The Service Provider shall comply with the [Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations | Millennium Challenge Corporation](#)

13. Accounts and Records

13.1 The Service Provider shall keep accurate and systematic accounts and records in respect of the Services in accordance with the provisions of [Annex of General Provisions | Millennium Challenge Corporation \(mcc.gov\)](#) and internationally accepted accounting principles.

14. Termination Procedures

By the MCA-Nepal

14.1 Termination for Default: The MCA-Nepal may terminate this Contract, if:

- a. the Service Provider, in the judgment of the MCA-Nepal or MCC, fails to perform its obligations relating to the use of funds set out in [Annex of General Provisions | Millennium Challenge Corporation \(mcc.gov\)](#)
- b. the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified
- c. as the result of an event of Force Majeure, the Service Provider is unable to perform a material portion of its obligations for a period of not less than sixty (60) days
- d. the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings in accordance with clause 15.2.

14.2 Termination for Insolvency. The MCA-Nepal may at any time terminate this Contract by giving notice to the Service Provider if the Service Provider becomes insolvent or bankrupt, and/or fails to exist or is dissolved.

14.3 Termination for Convenience. The MCA-Nepal, 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 MCA-Nepal'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.

By the Service Provider

14.4 The Service Provider may terminate this Contract, by not less than thirty (21) days' written notice to the MCA-Nepal if:

- a. If MCA-Nepal fails to pay any money due to the Service Provider pursuant to this Contract that is not otherwise subject to dispute pursuant to Clause 15.2 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue.
- b. If, as the result of an event of Force Majeure, the Service Provider is unable to perform a material portion of this Contract for a period of not less than sixty (60) days.
- c. If the MCA-Nepal fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 15.2

15. Force Majeure

15.1 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 party 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.

- (a) If either party is temporarily unable because of an event of Force Majeure to meet any obligations under the Contract, such party shall give to the other party written notice of the event within fourteen (14) days after its occurrence.
- (b) The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (c) Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event referred to in Clause 15 or delays arising from such event.
- (d) Any period required by a party to perform an obligation or complete any action or task pursuant to this Contract, shall be extended for a period equal to the time during which such party was unable to perform such action because of Force Majeure.
- (e) During any period of the Service Provider's inability to perform the Services in whole or in part, because of an event of Force Majeure, the MCA-Nepal in its sole

discretion, may determine whether the Service Provider shall be entitled to continue to be paid under the terms of this Contract and reimbursed for additional costs reasonably and necessarily incurred by them during such period and in reactivating the Services after the end of such period.

16. Governing Law and Settlement of Disputes

16.1 Governing law is the law of Nepal.

16.2 The MCA-Nepal and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract.

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 *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. 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. 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 4

Sample Task Order

**Millennium Challenge Account Nepal
(MCA-Nepal)**

SAMPLE TASK ORDER No: XXX

Date of Task Order:

Redesign and Maintenance of MCA-Nepal Website	BPA Ref:
(Please provide the name of Service provider here)	MCA-N/PM/SH/ 079

Please proceed with the provision of supply of various services under “**Redesign and Maintenance of MCA-Nepal Website**” as detailed in this Task Order and in accordance with the Conditions of the contract and the instructions given below (use additional pages if needed):

Expected date of completion/delivery:

No	Description	Units	Qty	Unit Rate (NPR)	Total	Expected date of completion
1.						
2.						
					Sub Total	
					VAT	
					Total Task Order Value	

Total Task Order Value:

Nepalese Rupees (NPR)

Attachment #1:
Attachment #2:

Signatures

For MCA-Nepal: Agreement Manager/Sector Manager (XXXXXXXX)	For Supplier: Contact Person ()

Attachment 5

Curriculum Vitae (CV) for Proposed Key Professional Personnel

Proposed Position	[One candidate cannot be nominated for multiple positions]
Name of Firm	[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]
Membership in Professional Associations	
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: Excellent, good, fair, or poor in speaking, reading, and writing and shall be substantiated (for English language only) as per the requirements stated under Section III]
	Language Speaking Reading Writing
Employment Record	[Starting with present position, list in reverse order every employment held by staff member since graduation, 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, indicate the following information for those assignments that best illustrate staff capability to handle the tasks assigned.] Name of assignment or project: Month/Year:

Location:
Client:
Main project features:
Position held:
Activities performed:

References:

[List at least three individual references with substantial knowledge of the person's work. Include each reference's name, title, phone and e-mail contact information.] [The MCA Entity reserves the right to contact other sources as well as to check references, in particular for performance on any relevant MCC-funded projects.]

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 Quotation. 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 Quotation 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

APPENDIX A – SCOPE OF SERVICES (Attachment-1 of this RFQ)

APPENDIX B – LIST OF SERVICES/PRICE SCHEDULE (Attachment -2 of this RFQ)

APPENDIX C – FACILITIES PROVIDED BY THE MCA-Nepal

MCA-Nepal's Responsibilities:

- Provide orientation on MCA-Nepal Branding Guidelines after signing of contract
- Provide task orders in set format before start of assignment by respective Contract Managers
- Provide clear instructions and schedules to the service provider, generally one day in advance.

APPENDIX D – SAPMLE OF TASK ORDER (Attachment 4 of RFQ)

APPENDIX E – CURRICULUM VITAE (CV) (Attachment 5 of RFQ)