



MILLENNIUM CHALLENGE ACCOUNT NEPAL (MCA-NEPAL)

**Request for Offers (RFO) for Blanket Purchase Agreement
(BPA)**

Issued on: **28 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

**Vehicles Rental Services for MCA- Nepal Kathmandu and
District Offices**

Ref No: **MCA-N/PM/SH/077**



MILLENNIUM CHALLENGE ACCOUNT NEPAL (MCA-NEPAL)

REQUEST FOR OFFERS (RFO) FOR BLANKET PURCHASE AGREEMENTS (BPA)

Procurement Title : Vehicles Rental Services for MCA- Nepal Kathmandu and District Offices

Procurement Ref : MCA-N/PM/SH/077

Date of Issue of Request: 28 June 2024

To: Eligible service providers

Sir/Madam:

1. The Millennium Challenge Account Nepal (MCA- Nepal) (Employer) hereby requests you to submit an offer/(s) for a Blanket Purchase Agreement (BPA) for the supply of the following Services: **Vehicles Rental Services for MCA- Nepal Kathmandu and District Offices.**

To assist you in the preparation of your price offer we enclose the necessary **Scope of Services, List of Services and Delivery Schedule, Form of Offer** and draft **Blanket Purchase Agreement (BPA).**

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 (MCC), intends to establish a roster of Service providers under Blanket Purchase Agreements (BPAs) to procure Vehicles Rental Services for MCA- Nepal Kathmandu and District Offices under the procurement for “**Vehicle Rental Services for MCA- Nepal Kathmandu and District Offices**” as described in the attached Attachment 1-Terms of Reference.

The BPA arrangement can be used only for filling anticipated repetitive needs for supplies, commodities or services. BPAs are not contracts but agreements to contract. The contract occurs when an order is placed. Thus, there are no binding terms on either party. The MCA-Nepal does not make an exclusive commitment to buy any of its needs nor a binding commitment to a minimum value of purchases. However, the rate for the supply shall be fixed for the 2-year duration of the Base Period. Previous to exercising the Option Period (2 additional years) the parties will negotiate and agree the rates based on market conditions and the Service Provider’s published rates as applicable. This BPA will be made with a qualified

service provider(s) and includes a price quoted and terms for ordering and invoicing. The selected Service provider will invoice the MCA-Nepal periodically for the orders fulfilled under a Task Order (the contracts). The price quoted shall be used in the BPA and will be the basis for issuance of Task Order and payments.

2. To be qualified, you must have experience as a Service Provider of the Services covered by this **Request for Offer for Blanket Purchase Agreement (BPA)** and, as evidence, you must also attach a document of your experience as Service Provider in at least:

“One contract in the last 5 years to supply vehicles to public or private organizations and similar to the Services in the List of Services and delivery schedule of this contract”.

The Service Provider needs to confirm that the proposed vehicle(s) meets the required specifications (by presenting their proposed specifications) by filling in the Specifications form provided in Annex 1. Service Providers are also required to submit with their Offers the copies of the following documents:

- a. Firm/Company Registration certificate
 - b. PAN/ VAT Registration Certificate
 - c. Tax Clearance Certificate of the last Fiscal Year (2079/80).
3. Your offer should be submitted in accordance with the following instructions, procedures, and the terms and conditions of the **Blanket Purchase Agreement (BPA)**.

Preparation of Offers

- (a) Your price offer/(s) shall be for all the Services as described in attached documents and submitted only in the attached **Form of Offer** 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)**.

Service providers are invited to submit offers for the vehicle rental service options that they can supply to create a Blanket Purchase Agreement with MCA-Nepal as stipulated in the annexes to this RFO. The offered price should include all the costs of preparing and delivering the vehicle in Kathmandu and district field offices.

However, please note that the vehicle/s will be supplied only under a Task Order to be issued by the MCA-Nepal as per MCA-Nepal requirements. At MCA-Nepal discretion and in its best interest, it may be decided to award a Task Order to one or more Service providers.

- (b) The prices should be quoted for delivery of Services in **Kathmandu and District Offices as detailed in Attachment 1 Terms of Reference**.

You shall submit only one set of offers for the above items. Your offer 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 Offer, your offer may not be considered further. Offers shall be submitted electronically only. The signatures may be written or electronically signed using any applicable software.

- (c) Your offer should be valid for a period of 90 days from the deadline for submission of the offer/(s) as indicated below. In exceptional circumstances, MCA-Nepal may request the Service Providers to extend the validity of the Offers beyond the date that has been initially indicated in this RFO. If the Service Provider(s) agrees to the request for extension, the Service Provider shall then confirm the extension in writing, without any modification whatsoever to the Offer.
- (d) Clarifications may be requested by email not later than **8 July 2024** so that responses can be issued not later than **10 July 2024**. The request for requesting clarifications 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

- (e) Your **Form of Offer** with the priced **List of Services and Delivery Schedule** should be submitted electronically by **19 July 2024, 15:00 hours local time in Kathmandu, Nepal (GMT+5:45)** by the File request link (Dropbox link) provided below, with the name of uploaded file as follows: “[*Your Company Name*] – Vehicles Rental”:

The File request link (Dropbox link) for submission of Offers is:
<https://www.dropbox.com/request/RXoP4ueYGjkoiOHgom3g>

Instruction for uploading your submission:

- Click this link or 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.

Note that the provided **Dropbox link** will expire on the **deadline for submission (exact date and time)** as indicated above, consequently no late Offers will be received.

Evaluation and Comparison

(f) MCA-Nepal will carry out the administrative and technical compliance check in line with the requirements set out in this RFO. A substantially responsive offer is one which is compliant with the terms and conditions of this RFO and specific terms of the BPA and sample Task Order.

(g) MCA-Nepal will sign a BPA with all the Service providers submitting a substantially responsive offer. An Offer is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this **Request for Offer**.

During the evaluation process, MCA-Nepal may request the service providers to submit additional supporting documents via requests for clarifications.

(h) In evaluating the offers, 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.
- (iii) If the service provider refuses to accept the correction, service provider's offer shall be rejected and shall not be considered for future procurements under MCA-Nepal.

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

A price reasonableness assessment, vehicle-wise, will be conducted as per MCC Procurement Policy & Guidelines requirements. If the price of item/s quoted by the service provider(s) is/are found to be unreasonable, the submitted offer may be rejected.

Award of the BPA

(i) MCA-Nepal will award a BPA to the Service Provider(s) whose Offer(s) have been determined to be substantially responsive to this **Request for Offers** provided that the Service Provider is determined to be eligible and qualified to perform satisfactorily.

(j) The Service Provider whose offer has been accepted will be notified by the MCA- Nepal within 90 days from the date of submission of offers through the return of a copy of the **Form of Offer** with **Acceptance** signed by the authorized representative of MCA-Nepal.

- (k) The successful Service Provider(s) shall sign the **BPA** (governed by the **BPA Terms and Conditions**. Please note that submitting an Offer is an acceptance of the **BPA Terms and Conditions** and that these will not be modified.
4. The United States of America, acting through Millennium Challenge Corporation (MCC) and the Government have entered into the Compact. The Government of Nepal, acting through the Millennium Challenge Account-Nepal (MCA Nepal), intends to apply a portion of the proceeds of MCC Funding to eligible payments under the BPA. The MCA- Nepal intends to apply funds for eligible payments under the **BPAs** resulting from this **Request for Offers**.
 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, Service providers, 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 service provider shall not have a conflict of interest. Service providers are subject to the conflict-of-interest provisions in paragraph 4.8 covered under the Accountable Entity Procurement Policy & Guidelines (effective Jan. 1, 2024) (mcc.gov). All service providers found to have a conflict of interest shall be disqualified.
 7. Eligibility: Service providers shall also satisfy the eligibility provisions in paragraph 4.10 covered under the Accountable Entity Procurement Policy & Guidelines (effective Jan. 1, 2024) (mcc.gov).
 8. Service providers 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 to MCANepalPA@dt-global.com the receipt of this request and whether or not you will submit an Offer.

Sincerely,

.....
For MCA-Nepal:
Khadga Bahadur Bisht
Executive Director

Attachment 1

SCOPE OF SERVICES

Terms of Reference (TOR) for Vehicles Rental Services for MCA- Nepal Kathmandu and District Offices

1. Background:

MCA-Nepal intends to sign Blanket Purchase Agreement(s) (BPAs) with multiple district-based Service Providers to hire vehicles on a need-basis (daily rate) to facilitate its operational activities in Kathmandu and field offices (within and outside districts). The vehicles will be used for transportation of personnel and light materials, as required.

MCA-Nepal (Millennium Challenge Account Nepal) operates in following locations:

1. Melamchi Municipality, Ward No.1, Bhotechaur Bazar, Sindhupalchowk
2. Ichhyakamana Rural Municipality, Ward No. 4, Kurintar, Chitwan
3. Belkotgadi Municipality, Ward No. 7, Mahadevphat, Nuwakot
4. Byas Municipality, Ward No. 3, Damauli, Tanahun
5. Nilkantha Municipality, Ward No.3, Dhading Besi, Dhading
6. Rampur Municipality, Ward No. 5, Bhejhad Bazar, Palpa
7. Hetauda Sub Metropolitan City, Ward No 2, Manas Chowk, Hetauda
8. Ramgram Municipality, Ward No 5, Nawalparasi (Ba.Su.Pa)
9. Lamahi Municipality, Dang
10. Lal Durbar Convention Centre, Yak & Yeti Complex, Durbar Marg, Kathmandu

2. Objectives:

The primary objectives of this TOR are as follows:

- To hire a vehicle (with driver) for MCA-Nepal on a daily rate basis.
- To ensure the availability of a reliable and well-maintained vehicle.
- To establish clear terms and conditions for the vehicle rental agreement.

3. Scope of Work:

The scope of work for the vehicle rental services includes but is not limited to:

- Providing a vehicle with a qualified and experienced driver.
- Ensuring the vehicle is in good working condition and well-maintained.
- Offering transportation services as per the needs and schedule of MCA-Nepal.
- Adhering to all safety regulations and guidelines during transportation.
- Providing itemized invoice for services rendered.

4. Vehicles Requirements:

The vehicles to be provided by the service provider must meet the following criteria:

Type: **SUV FWD vehicle (with at least 1.8 liters engine capacity) able to travel in difficult/off-road terrains**

Capacity: Able to onboard at least 4 passengers

Condition: The vehicle must be in excellent working condition, regularly maintained, and comply with all safety standards. No additional passengers will be allowed during MCA-Nepal operation.

5. Daily Rate:

The service provider shall quote a daily rate for the vehicle rental services. This rate should include all associated costs like the driver's salary, insurance, maintenance, and any applicable taxes. Fuel costs will be reimbursed against number of kilometers run countersigned by MCA-Nepal traveler and based on actual daily consumption. **For calculations, average consumption is 7.5 kilometers per liter.** The rate of the fuel to be used is the rate published by Nepal Oil Corporation for Kathmandu on the date of the Task Order. The rate shall be included in the Task Order.

6. Duration:

The vehicle rental agreement will start immediately upon signing the Blanket Purchase Agreement(s) and will be active till 29 August 2028. For the first two years (Base Period) of the agreement, the offered rates will be fixed and for the next two years (Option Period) the rates will be negotiated and agreed based on market conditions and the Service Provider's published rates as applicable. This BPA will be immediately terminated if services rendered are not as per MCA-Nepal expectations.

7. Responsibilities:

MCA-Nepal Responsibilities:

- Provide task order in set format before start of the assignments by the respective Contract Managers for each district (generally District Liaison Officer (DLOs))
- Provide clear instructions and schedules to the Service Provider, generally one day in advance.
- Check the validity of the driver's driving license before each travel.
- Provide first aid kit to be placed in vehicle during official travel (if required)

Service Provider Responsibilities:

- Ensure the safety and security of personnel and materials during transportation.
- Maintain logbook daily, taking signature from the MCA-Nepal travelers to validate the travel. Present logbook as supporting document to process payment at the time of submitting TAX invoice.
- Provide a well-maintained vehicle and an experienced driver.
- Adhere to the agreed-upon schedule and transport requirements.
- Comply with all relevant laws and regulations.
- Maintain confidentiality regarding MCA-Nepal's activities.

- Produce the signed/stamped task orders and counter-signed bills as supporting documents to process payment.

8. Payment Terms:

Payment for the vehicle rental services will be made on task order basis, supported by:

- a. Original VAT Invoice (Submitted invoice should include PAN number of MCA-Nepal)
- b. Approved Task Orders
- c. Acceptance memo from MCA-Nepal designated contract managers to confirm that that the services delivered are as per the Task Order.
- d. The Service provider shall comply with any other payment instructions as may be reasonably given by MCA-Nepal

9. Evaluation and Selection:

The selection of the Service Provider will be based on competitive bidding and the evaluation of offers. MCA-Nepal reserves the right to inspect the vehicle, interact with potential driver(s), and reject any or all offers without cause.

10. Submission of Offers:

Interested vehicle rental companies should submit.

1. Daily rate of vehicle as per the requirements in Attachment 2
2. Company Registration Certificate
3. PAN/VAT Registration Certificate
4. Latest Tax Clearance Certificate of Fiscal Year 2079/80

Annex 1

Technical Specifications requirements and Service Provider's Specifications

Description of Technical Specifications and Requirements		Service Provider's Specifications <i>[The Service Provider should write the type of vehicle and the compliance with the requirement]</i>
Vehicle Type	SUV Four Wheel Drive with at least 1.8 liters engine capacity, year of manufacturing between 2020-2024	Please specify Vehicle Name, Model, Engine Capacity and Year of manufacturing. Insert picture of the offered vehicle(s) if possible
Driver:	<p>The Service Provider must provide experienced, professional, reliable drivers. Drivers will not be considered MCA-Nepal employees, and the Service Provider shall provide salary and local legal social benefits and coverages.</p> <p>A replacement driver must be provided in the event of absence of the principal driver.</p> <p>The Service Provider shall replace any driver when requested by MCA-Nepal. Driver must be available for traveling off site and eventually work after hours and on weekends if required</p>	
Service Schedule:	One or more vehicles may be leased as and when required for single or multiple days	
Geographical area of service vehicle:	Vehicles will be used in KTM and MCA-Nepal project /associated districts in Nepal.	
Maintenance Service:	Vehicle rental service must include periodic comprehensive vehicle maintenance service, and repairs and spare parts to ensure the normal function of the rented vehicles.	

Description of Technical Specifications and Requirements		Service Provider's Specifications <i>[The Service Provider should write the type of vehicle and the compliance with the requirement]</i>
Warranty and replacement service:	In case of malfunction, the Service Provider will be responsible for repair and/or replacement of the vehicle.	
Time required for replacement:	The Service Provider shall replace the rented vehicles and/or driver within 6 hours of notification by MCA-Nepal	

Attachment 2

LIST OF SERVICES/ PRICE SCHEDULE

Item No.	Description	Unit	Quantity	Per vehicle Daily rate (in NPR)	Amount (in NPR)
			(A)	(B)	A*B
1	Daily rate per Supply of SUV FWD vehicle with Driver within same district. The price must be inclusive of all the remuneration for the <u>driver, vehicle with all the applicable taxes, and parking charges and all types of repairs and maintenance</u> , during the service period.	Day	0.5		
	Total				
	VAT @ 13%				
	Total with VAT				
2	Daily rate per Supply of SUV FWD vehicle with Driver. The price must be inclusive of all the remuneration for the <u>driver, vehicle with all the applicable taxes, and parking charges and all types of repairs and maintenance</u> , during the service period.	Day	1		
	Total				
	VAT @ 13%				
	Total with VAT				
3	Driver's Allowance to cover Daily Site Allowance (DSA) and accommodation for overnight stay in the field.	Day	1		
	Total				
	VAT @ 13%				
	Total with VAT				

We confirm that:

1. The price quoted is inclusive of VAT.
2. Fuel costs will be reimbursed against number of kilometers run countersigned by MCA-Nepal traveler and based on actual daily consumption. For calculations, average consumption is 7.5 kilometers per liter. The rate of the fuel to be used is the rate published by Nepal Oil Corporation for Kathmandu on the date of the Task Order (generally within 5 working days before the travel date). The rate shall be included in the Task Order.
3. The currency of our quoted price is NPR.
4. Payment shall be on a Task Order basis. **The invoice for Vehicle with Driver service shall be calculated as Daily rate multiplied by vehicle-supplied days.**
5. Our Offer is valid for 90 days from the date of submission.
6. The daily rate is inclusive of the services of professional drivers.

Name of Service Provider: _____

Authorized Signature: _____

Name of Signatory: _____

Title of Signatory: _____

Address: _____

Telephone Number: _____
Email address: _____
Date and Time: _____

Note:

1. Item No 1 is applicable when vehicles rental services are required from the service provider within the same district for a half day period only. For example, service is required in Nuwakot for a half day period and Service provider is also from Nuwakot.
2. Item No. 2 is applicable when vehicles rental services are required from the service provider within or outside the district for at least a day or more period.
3. Half day herein means vehicles rental services up to 4 hours. Generally, full day means vehicles rental services for more than 4 hours, however, if the vehicle is required continuously for more than one day with overnight stay, the calculation for payment will be done in multiplication of daily rate as a full day as per Item No. 2 of the Price Schedule.

FORM OF OFFER

(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 **Vehicles Rental Services for MCA- Nepal Kathmandu and District Offices, Ref No: MCA-N/PM/SH/077** in accordance with the **Blanket Purchase Agreement (BPA) Terms and Conditions** and at the rates offered in the **Supply and Delivery Schedule** accompanying this Offer. We propose to complete the delivery of Services described in the BPA within the Delivery Time indicated in the priced **List of Services and Delivery Schedule**.

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

We hereby confirm that this Offer complies with the Validity of the Offer and Warranty conditions imposed by the **Request for Offer** document and the **Blanket Purchase Agreement (BPA) Terms and Conditions**, respectively.

We: (a) have not been associated with the party that prepared the scope of work of the BPA that is subject of this **Request for Offer**; (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: _____

ACCEPTANCE

The MCA- Nepal accepts the Service Provider's offer to supply and deliver the Services. Attached is the Blanket Purchase Agreement (BPA) with the accepted rates 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 : Mahendra Kumar Shrestha

Title of Signatory : Manager- Program Procurement

Date :



BLANKET PURCHASE AGREEMENT (BPA)

Blanket Purchase Agreement (BPA) Title: Vehicles Rental Services for MCA- Nepal Kathmandu and District Offices

BPA Reference Number: MCA-N/PM/SH/077

This Blanket Purchase Agreement (BPA) is entered into on __[date]__ day of [month]_, [year], between Millennium Challenge Account Nepal (MCA-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 offers for **Vehicles Rental Services for MCA- Nepal Kathmandu and District Offices** to be supplied by the Service Provider in accordance with the **Blanket Purchase Agreement (BPA)** and has accepted the offered rates by the Service Provider which shall be used for MCA-Nepal to issue Task Orders to the Service provider hereinafter called “the Rates”.

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 Blanket Purchase Agreement (BPA) , viz:
 - a) **Form of Offer**, with **List of Services** and **Delivery Schedule**.
 - b) **Blanket Purchase Agreement (BPA) Terms and Conditions**; and
 - c) **Scope of Services**

Scope and Description of Services. The work to be performed by the Service Provider under this Blanket Purchase Agreement (BPA) (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 **29 August 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**" which includes a Base Period of initial two (2) years followed of an Option Period of additional two (2) years. Exercising the Option Period is at the sole discretion of MCA-Nepal. 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 Blanket Purchase Agreement (BPA) .

Task Orders: The BPA will be implemented via Task Orders which will be issued by MCA-Nepal as and when needed. The quantities for supply will be indicated in the Task Order which will be issued as per MCA-Nepal requirements of the vehicle/s quoted by the service provider in Annex 2. Task Orders will be issued to the Service providers selected among the BPAs available considering the cost and value for money

offered and as per MCA-Nepal requirement and complying with the delivery time (Sample Task Order – Appendix D). Instructions to provide the vehicle/s shall be made via Task Order issued by MCA-Nepal through its Agreement/Contract Manager. MCA-Nepal will issue a Task Order for the required service at least 3 working days in advance. Task Order can be issued through email also which the service provider has to acknowledge. MCA- Nepal reserves the right to inspect the vehicle and interact with the potential drivers prior to the issuance of task order.

Payments. 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), provided such claims are supported by adequate documentation. All payments by 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 BPA 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 Blanket Purchase Agreement (BPA) under the laws of Nepal on the date indicated above.

Signature and seal of the MCA- Nepal:
For and on behalf of
**Millennium Challenge Account Nepal/ MCA-
Nepal**

Signature
Mr. Khadga Bahadur Bisht
Executive Director
Date:

Witness:

Signature:
Name:

Signature and seal of the Service Provider:
For and on behalf of

Signature
Name:
Position:
Date:

Witness:

Signature:
Name:

BLANKET PURCHASE AGREEMENT (BPA) TERMS AND CONDITIONS

1. General

This BPA, including these general terms and conditions, a form of BPA, 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.

“BPA” means Blanket Purchase Agreement.

“Contract” means those several documents listed in the BPA and occurs when an order is placed 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 2017 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 BPA

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

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 Nepal.

5. Fees and Payments

- 5.1 Prices mentioned in the Task Order will be all-inclusive in Nepalese Rupees (NPR). The agreed price should include all the costs needed to provide the vehicles rental service(s) in accordance with the Scope of Services and Conditions of BPA. No additional cost shall be paid apart from the quoted price/rate for the vehicles rental services stated under the Task Order. However, if the vehicle is required continuously for more than one day with overnight stay, the calculation for payment will be done in multiplication of daily rate as a full day as per Item No. 2 of the Price Schedule.
- 5.2 Upon acceptance of the service in each Task Order, MCA- Nepal will then be obligated to pay 100% of the amount of the Task Order within thirty (30) calendar days of completion or satisfactory performance of the requested service under a particular 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). A delivery and acceptance note evidencing receipt of the service; and verified by the Agreement/Contract Manager to confirm that the service(s) delivered are as per the signed BPA and issued Task Order.
 - iii). The Service provider shall comply with any other payment instructions as may be reasonably given by MCA-Nepal.
 - iv). Applicable withholding tax (TDS) will be deducted at the time of payment.
 - v). 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:

- 5.3 Except as may be otherwise specified in the BPA, 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/documents-reports/main-agreements/> the Service Provider may be subject to certain Taxes on amounts payable by the MCA Entity under this BPA 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 Service provider, the amount of the task order(s) 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-Nepal 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-Nepal) of any Taxes paid, and the Service Provider shall cooperate with, and take such actions as may be requested by the MCA-Nepal, MCC, or either of their agents or representatives, in seeking the prompt and proper reimbursement of such Taxes.

6.4 The MCA-Nepal 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. BPA amendments

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

8. Subcontracting

8.1 The Service Provider shall not assign or subcontract the BPA or any part thereof except with the prior consent in writing of MCA-Nepal. 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 BPA 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 BPA and against loss of or damage to Service Provider's property, including papers and documents, necessary to the Services.

9.2 At the MCA-Nepal's request, the Service Provider shall promptly provide evidence showing that insurance required under this BPA has been taken out, maintained and that the current premium have been paid.

10. Language

10.1 All communications and documents related to this BPA shall be in English language.

11. Confidentiality

- 11.1 Except with prior consent of 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

- 12.1 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 BPA, if:
- a. If 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. If the Service Provider does not remedy a failure in the performance of its obligations under the BPA, within thirty (21) days after being notified
 - c. If, 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 thirty (30) days.
 - d. If 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 BPA 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 BPA, 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 BPA and resulting Task Order 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 the issued Task Order(s).

By the Service Provider

14.4 The Service Provider may terminate this BPA, 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 BPA that is not otherwise subject to dispute pursuant to Clause 16.2 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 BPA for a period of not less than sixty (60) days.
- (c) If MCA-Nepal fails to comply with any final decision reached as a result of arbitration pursuant to Clause 16.2

15. Force Majeure

15.1 For the purposes of this BPA , “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 BPA, (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 BPA 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 BPA, 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 BPA, 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, 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 BPA 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 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 this BPA. In the case of an unresolved dispute between the MCA- Nepal and the Service Provider, the dispute shall be settled in accordance with the provisions of the Government of Nepal.

APPENDICES:

APPENDIX A – SCOPE OF SERVICES

APPENDIX B – LIST OF SERVICES/PRICE SCHEDULE

APPENDIX C – FACILITIES PROVIDED BY THE MCA Nepal

APPENDIX D – SAMPLE TASK ORDER

APPENDIX A – SCOPE OF SERVICES

The Scope of services as per Attachment 1 of this RFO shall be inserted here during signing of the Blanket Purchase Agreement.

APPENDIX B – LIST OF SERVICES/PRICE SCHEDULE

The Service Provider's List of Services/ Price Schedule as per Attachment 2 of this RFO shall be inserted here during signing of the Blanket Purchase Agreement.

APPENDIX C – FACILITIES PROVIDED BY THE MCA Nepal

MCA-Nepal's Responsibilities:

- Provide task order in set format before start of assignment by respective Contract Managers for each district (generally DLOs)
- Provide clear instructions and schedules to the service provider, generally one day in advance.
- Check validity of driving license before each travel.
- Provide first aid kit to be placed in vehicle during official travel (if required)

APPENDIX D – SAMPLE TASK ORDER

Sample Task Order



**MILLENNIUM CHALLENGE ACCOUNT NEPAL DEVELOPMENT BOARD
(MCA-NEPAL)**

SAMPLE TASK ORDER No: XXX

Date of Task

Order:

Vehicles Rental Services for MCA- Nepal Kathmandu and District Offices	BPA Ref:
(Please provide the name of Service provider here)	MCA-N/PM/SH/077

Please proceed with the provision of Vehicle Rental Services under “Vehicles Rental Services for MCA- Nepal Kathmandu and District Offices” as detailed in this Task Order and in accordance with the Conditions of the Blanket Purchase Agreement and the instructions given below (use additional pages if needed):

Expected date of completion/delivery:

No.	Description	Qty	Unit Rate (NPR)	Total
1.				
2.				
3.				
4.				

.....				
Sub Total Excluding VAT				
VAT				
Total Task Order Value Including VAT				

Total Task Order Value: **Nepalese Rupees (NPR)**

Attachment #1:
Attachment #2:

Signatures

<p>For MCA-Nepal:</p> <p>Agreement Manager/ Contract Manager (XXXXXXXX)</p>	<p>For Service provider:</p> <p>Contact Person ()</p>