



Request for Quotations (RFQ) for Blanket Purchase Agreement (BPA)

Issued on: 12 July 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

Communication Support Services

Ref No: **MCA-N/PM/SH/075**



REQUEST FOR QUOTATION (RFQ) – BLANKET PURCHASE AGREEMENT (BPA)

Procurement Title : **Communication Support Services**

Procurement Ref: MCA-N/PM/SH/075

Date of Issue of Request: 12 July 2024

To : All eligible Offerors

Sir/Madam:

1. The Millennium Challenge Account Nepal (MCA- Nepal) hereby requests you to submit a quotation/(s) for a Blanket Purchase Agreement (BPA) for the supply of the following Services: **Communication Support Services**
 - (i) Provide professional graphic design services,
 - (ii) Language translation and interpretation services,
 - (iii) Photography and videography services

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 Provider under Blanket Purchase Agreements (BPAs) to procure “**Communication Support Services**” for MCA- Nepal Kathmandu and District Offices under the “**Communication Support Services**” as described in the attached in Attachment-1 Scope of Services.

The BPA arrangement can be used only for filling anticipated repetitive needs for supplies, commodities or services. BPAs are not a contract but an agreement 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.

The rate for the services shall be fixed for the duration of the Base Period (two year). Prior to exercising the Option Period (two years), the parties will negotiate and agree upon 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 and includes a price quoted and terms for

ordering and invoicing. 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.

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 **Blanket Purchase Agreement (BPA)**.

2. To be qualified, you must have experience as a Service Provider of the Services covered by this **Request for Quotation for Blanket Purchase Agreement** and, as evidence, you must also attach documents demonstrating **more than five years of experience** as Service Provider for international organizations, Government of Nepal Projects, or private sector. Evidence of experience should include the information on **more than 5 years** of experience in:
 - i. providing graphic design services and producing project visibility materials (digital and printed).
 - ii. providing translation/interpretation services with English, Nepali and local languages spoken and written in project sites namely Chepang, Bhojpuri, Magar and Tamang.
 - iii. providing photography and videography services for use in website, digital media and paper-based communication campaigns and visibility materials.
3. Your quotation should be submitted in accordance with the following instructions, procedures, and the terms and conditions of the **Blanket Purchase Agreement (BPA)**.

Preparation of Quotations

- (a) Your price quotation/(s) for the BPA 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)**.

Please note that the services will be provided only under a Task Order to be issued by MCA-Nepal as per MCA-Nepal requirements. While issuing the Task Order(s), rates of each item will be based on the quoted rates by the Service Provider.

- (b) The prices should be quoted for delivery of Services to **Kathmandu** and **MCA-Nepal Project districts** and should be accompanied by the following administrative and qualification related documents:
 - i. Legal Status: Registration Certificate.
 - ii. VAT Registration Certificate.
 - iii. Tax Clearance Certificate 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. CV of team leader along with required professionals for each task (graphic design, translation, interpretation, videography, and photography) 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 graphic design, translation, interpretation and photography/videography services.
- (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 **18 July 2024 COB** so that responses can be issued not later than **22 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 **26 July 2024 at 3:00 PM (Nepal Time)** through the file request link (Dropbox Link) below:

<https://www.dropbox.com/request/fpACcs8iIRGpUuUKH16P>

Instruction for uploading your submission:

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

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

- (g) Quotations shall be opened on **26 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 Quotation 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, qualification and experience. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this **Request for Quotations**. A not substantially responsive quotation shall be rejected.
- (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.

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

- (k) In second stage, the evaluation of the Quotation will be done based on the qualifications and experience of the firm and the quoted price. The **firm** must have more than 5 years of experience, must have one or more key personnel with 5 years' experience for each field (graphic design, translation, interpretation, photography and videography) and have to demonstrate the previously completed work through presentation in person to capture evidences. For more details on **Qualifications and Evaluation Criteria**, the service provider needs to refer to **Section 5 of Attachment 1: Scope of work**.

Please note that Offerors are encouraged to Joint Venture/Associate with other firms to offer all services outlined if the existing services are limited as per scope of work. The Joint Venture experience will be considered during evaluation.

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

Award of Blanket Purchase Agreement (BPA)

- (l) The MCA-Nepal shall award the BPA to the two (2) Service Provider whose quotations has been determined to be substantially responsive to this **Request for Quotations** and who have attained the highest combined score, provided that the Service Providers are determined to be eligible and qualified to perform satisfactorily.
- (m) If none of the received quotations is found to be responsive in its entirety, MCA-Nepal may, at its own discretion, and in its best interest, award a partial BPA to one or more bidders in the manner that provides the most beneficial results to MCA-Nepal after rectifying the material deviation through clarification or during clarifications meeting before signing the BPA.
- (n) The Service Providers whose quotations have 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 representatives of the MCA-Nepal.
- (o) The successful Service Providers shall sign the **Blanket Purchase Agreement (BPA)** governed by the **BPA Terms and Conditions**. Please note that submitting a Quotation is an acceptance of the **BPA Terms and Conditions** and that these will not be modified.
- (p) **Task Orders:** The quantities for services will be indicated in the Task Order(s) which will be issued as per MCA-Nepal requirements based on the services quoted by the Service Provider in **Attachment 2**. MCA-Nepal will issue a Task Order based on its requirements on an as needed basis. The Task Order will be issued to the Service Provider(s) for the list

of the services and complying with the delivery time (**Sample Task Order - Attachment 4**). Instructions to provide these services shall be made via Task Order issued by MCA-Nepal through its Agreement/Contract Manager. MCA-Nepal will try to issue a Task Order for the required service at least 3 working days in advance, however in case of urgency it can be any duration.

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 BPA 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 for non-consulting communications support services to provide technical support in producing high quality content and visibility materials for external communications.

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 of success stories and positive impacts for Nepali people through clear, effective, and impressive communications in the project-affected/benefitted communities.

To facilitate widespread reach, MCA-Nepal intends to produce a wide range of communication and visibility materials. In addition to the existing English and Nepali language publications, MCA-Nepal aims to communicate and create diverse materials in multiple formats and media, incorporating local languages spoken in the project-affected/benefitted areas of the districts.

3. Objectives

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

- (i) Provide professional graphic design services.
- (ii) Provide language translation and interpretation services.
- (iii) Provide professional photography and videography services for MCA-Nepal events, activities, and to capture progress and impact of compact projects.

4. Scope of Work

4.1. Graphic Design

The Service Provider will be required to provide high quality graphic design services adhering to MCA-Nepal Branding Guidelines on need basis for the following tasks:

- i. Develop the design and layout of communication materials including but not limited to newsletters, brochures, annual reports, flyers, social media templates, presentation slides and others as required by the project etc.
- ii. Develop the design and layout of communication products including but not limited to standees, project signage, banners, hoarding boards, clothing items and others as required by the project.

4.2. Translation/Interpretation

The Service Provider will be required to provide high quality translation and interpretation services on need basis for the following:

Translation: High-quality written translation of documents from English to Nepali; Nepali to English, Nepali to Tamang, Nepali to Chepang, Nepali to Magar and Nepali to Bhojpuri.

Interpretation: Provide consecutive and simultaneous interpretation, when required, during various events (ceremonies, workshops, training, consultations, interactions, etc.) in Nepali, English, Tamang, Chepang, Magar and Bhojpuri, etc. from the source language, both in Kathmandu and project districts if needed.

4.3. Photography/Videography

The Service Provider will be required to provide high quality photography and videography services on as needed basis with the following requirements:

- i. Visual documentation of key moments, activities, and interactions during the assigned events (in Kathmandu and outside valley -project districts) with high-resolution photographs/videos;
- ii. As per task, ensure that all essential aspects of the event are captured based on instruction provided and deliver on a diverse range of shots that depict the diverse audience, cultural elements, and overall ambiance;
- iii. Produce edited/finished formats of photos and videos as postproduction work for use on MCA-Nepal website and social media;
- iv. Clearly identify the location, name and any relevant details of the character in photographs and videos;
- v. Create a filing system and taxonomy to record all digital assets produced and provided to MCA-Nepal for easy reference.

5. Qualification and Evaluation Criteria

5.1. For Firm

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

Provide graphic designing services (paragraph 4.1)

- a. More than five of experience in providing graphic design services and producing project visibility materials (digital and printed) for international organizations or Government of Nepal projects or private sector.

Provide language translation and interpretation service (paragraph 4.2)

- b. More than five years of experience in providing translation/interpretation services with English, Nepali and local languages spoken and written in project sites namely Chepang, Bhojpuri, Magar and Tamang.

Provide photography and videography services (paragraph 4.3)

- c. More than five years of experience in providing photography and videography services for use in website, digital media and paper based communication campaigns and visibility materials.

5.2. For Key Professionals

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

a. Team Leader/Coordinator

Act as a focal person for this assignment, coordinate with MCA-Nepal to facilitate and ensure the timely delivery of the tasks as outlined in the scope of work.

- Bachelor's degree in management or relevant field
- More than five years of prior experience in similar assignment for international organizations
- Proven coordination and collaboration skills
- Excellent communication skills in both English and Nepali languages

b. Graphic Designers (2 personnel)

- Bachelor's degree in IT, Design or relevant field
- More than five years of experience in designing communication materials and products.
- Knowledge in use of design software including but not limited to Adobe Illustrator, Photoshop, Indesign.
- Successful track record of producing creative designs for international organizations.
- Sample of work – minimum of 10 designs delivered to international organizations.

c. Language Translator/s / Interpreter/s (maximum of 6 people as indicated below- if one person has two or more language skills- the no. of CVs per personnel can be reduced)

- Bachelor's degree in Arts or relevant field
- More than five years of experience in providing translation and interpretation services from English to Nepali and vice-versa (2), Nepali to Chepang (1) , Tamang (1) , Bhojpuri (1) and Magar (1) languages and vice-versa.
- Work background with international organizations preferable.
- Sample of work - translated documents in the above mentioned language.

d. Senior Photographer/Videographer:

- Bachelor's degree in Visual Arts or relevant field
- More than five years of providing photography/videography services for international organizations.

- Well-equipped with professional high grade photography/videography equipment.
- Proven track record of creating photo and video stories with post-production experience
- Sample of work – minimum of 5 photos and 5 videos delivered to international organizations

The evaluation will be done based on a combination of qualification and experience criteria and price. The weightage of the qualification and experience of the service provider is 75% and the price holds 25%.

For the qualification and experience the following criteria of will be assessed:

S.N	Criteria	Points
1	Experience and Qualification as stated in 5.1 and 5.2	
1.1	For Firm	
a	More than five of experience in providing graphic design services and producing project visibility materials (digital and printed) for international organizations or Government of Nepal projects or private sector	10
b	More than five years of experience in providing translation/interpretation services with English, Nepali and local languages spoken and written in project sites namely Chepang, Bhojpuri, Magar and Tamang	10
c	More than five years of experience in providing photography and videography services for use in website, digital media and paper based communication campaigns and visibility materials	10
1.2	For proposed key personnel	
1.2.1	Team Leader/Coordinator	10
a	Bachelor's degree in management or relevant field	2
b	More than five years of prior experience in similar assignment for international organizations	4
c	Proven coordination and collaboration skills	2
d	Excellent communication skills in both English and Nepali languages	2

1.2.2	Graphic Designers (Each will be evaluated for 5 points)	10
a	Bachelor's degree in IT, Design or relevant field	2
b	More than five years of experience in designing communication materials and products	2
c	Knowledge in use of design software including but not limited to Adobe Illustrator, Photoshop, Indesign	2
d	Successful track record of producing creative designs for international organizations.	2
e	Sample of work – minimum of 10 designs delivered to international organizations	2
1.2.3	Language Translator/s / Interpreter (Each language shall be evaluated for 2 marks)	12
a	Bachelor's degree in Arts or relevant field	2
b	More than five years of experience in providing translation and interpretation services from English to Nepali and vice-versa (2), Nepali to Chepang (1) , Tamang (1) , Bhojpuri (1) and Magar (1) languages and vice-versa.	7
c	Work background with international organizations preferable with samples	3
1.2.4	Senior Photographer/Videographer	10
a	Bachelor's degree in Visual Arts or relevant field	2
b	More than five years of providing photography/videography services for international organizations.	2
c	Well-equipped with professional high-grade photography/videography equipment.	2
d	Proven track record of creating photo and video stories with post-production experience	2
e	Sample of work – minimum of 5 photos and 5 videos delivered to international organizations	2
2	Presentation of the Firm on previously done projects through presentation (Brief description of	28

	the organization, its institutional capacity and an outline of recent experiences in providing graphic design, translation, interpretation and photography/videography services)	
	Total Score	100

The minimum technical passing mark is 75 points. However, only the Firms attaining a score of 45 points and higher for the evaluation criterion 1 will be invited to deliver the Presentation of the Projects previously accomplished by the Firm (Criterion 2).

Scoring System

0 = Not meeting the requirements

1 = Material deviation from the requirements

2 = Significant deviation from the requirements

3 = Marginal deviation from the requirements

4 = Meeting the requirements

4.3 = Marginally exceeding the requirements

4.7 = Significantly exceeding the requirements

5 = Outstandingly exceeding the requirements

For Example: For Criteria 1.2.1.a for **Team leader/Coordinator** for which a total point of **2** is allocated. If the service provider has just bachelor degree, then in this case the service provider just meets the requirements, and he/she will receive score of $4/5 * 2 = 1.6$ points (80%). If the proposed candidate significantly exceeds the requirements, he/she will be attaining $4.7/5 * 2 = 1.88$ points (94%) and so on.

6. Reporting

- The team leader of the selected service provider will report directly to the MCA-Nepal Contract Manager.
- For all services, MCA-Nepal will reach out to the service provider as and when required with a task order.
- 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 TWO YEARS and an additional maximum of TWO-YEAR option periods. 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 and successful option period rate negotiation.

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 BPA or during the BPA period.

9. Professional liabilities

The selected firm 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	Unit Rate (NPR)	Total Cost (NPR)	Remarks
1.	Graphic Design, each page of A4 Size	Pages	400			
2.	Translation of A4 page	pages	200			
3.	Interpretation for hourly basis	hours	64			
4.	Photography for hourly basis	hours	64			
5.	Videography for hourly basis	hours	64			
6.	Transportation, Lodging and Per diem cost for field visits					
6.a	Air fare for travel (1 number means a trip from Kathmandu to Bhairahawa and From Bhairahawa to KTM – two way)	Number	8			(twice a year for four years)
6.b	Vehicle with a driver including his all cost and fuel for field visits to Project districts. The maximum hours of use can be 8 hours a day.	Day	60			(five visits a year for four years with approx. 3 days per visit)
6.c	Travel DSA	Day	60			(five visits a year for four years with approx. 2 nights 3 days per visit)
Sub-Total before VAT						
VAT 13%						
Total Including VAT						

Note:

- Field visits can be to the MCA-Nepal project districts which are: Sindhupalchowk, Nuwakot, Kathmandu, Dhading, Makwanpur, Tanahun, Chitwan, Palpa, Nawalparasi (Bardaghat Susta East), Nawalparasi (Bardaghat Susta West) and Dang or any other areas inside Nepal as requested by the contract manger.

2. The Unit Rates in the table above include all costs needed to provide the services as per the requirements in the Request for Quotations.
3. DSA only be applicable for a Night stay during the field visits or any other visits reasoning to have a night stay, DSA may be allowed with prior approval from the Contract Manager.
4. The Offeror has to submit lumpsum amount as per the number of days of visits in MCA-Nepal project districts. An unreasonable and unjustified price shall not be considered for the award.
5. Number of visits stated under Attachment 2 are tentative in number and actual number of visits will be determined as per actual requirement during the project implementation. The visits will be carried out as per MCA-Nepal's needs and requested in advance with a minimum of 30 days notification prior to visit.
6. The size of the graphic design can vary depending on the dimensions of the work. The quoted rate will be based on a page of A4 size paper (A4 size paper = 8.27" x 11.69" = 96.68 square inches). When issuing the task order, the rate will be calculated based on the quoted rate and the size of the required work. For example, if the size of the required work is **50 square inches** and the service provider's quoted rate is "**X**", then the new rate in the task order will be **NPR (X * 50 / 96.68)**.
7. 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.
8. The Service Provider shall comply with any other payment instructions as may be reasonably given by MCA-Nepal
9. Applicable withholding tax (TDS) will be deducted at the time of payment.
10. The Service Provider should be registered in VAT and 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*]

Name of Service Provider: _____
Authorized Signature: _____
Name of Signatory: _____
Title of Signatory: _____
Address: _____
Telephone Number: _____
Email address: _____
Date and Time: _____

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 **Communication Support Services** Ref No: MCA-N/PM/SH/075 in accordance with the **Blanket Purchase Agreement (BPA) Terms and Conditions** and at the rates offered in the **Supply and Delivery Schedule** accompanying this Quotation. 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 Quotation and your written acceptance will constitute a binding agreement between us. We understand that you are not bound to accept any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Offer imposed by the **Request for Quotation** 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 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 Blanket Purchase Agreement (BPA) with accepted BPA 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 : _____
Title of Signatory : _____
Date : _____

Attachment 3
Sample Blanket Purchase Agreement and BPA Conditions



BLANKET PURCHASE AGREEMENT (BPA)

Blanket Purchase Agreement (BPA) Title : Communication Support Services

Blanket Purchase Agreement (BPA) Reference Number: MCA-N/PM/SH/075

This Blanket Purchase Agreement (BPA) 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 Blanket Purchase Agreement (BPA) for **Communication Support Services** 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 BPA , viz:
 - a) **Form of Quotation**, and its **Acceptance 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 the 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 [*insert end date*] (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 BPA.

Task Order Sum: The total amount for each Task Order required will be calculated in each Task Order which will be prepared based on the quoted rates as included in this BPA.

Task Orders: The Task Order shall be issued to the Firm as per the requirement. The quantities for services will be indicated in the Task Order(s) which will be issued as per MCA-Nepal requirements based on the items quoted by the Service Provider. MCA-Nepal will issue a Task Order based on its requirements on an as-needed basis. The Task Order will be issued to the Service Provider for the list of the items and complying with the delivery time (Sample Task Order - Attachment 4). Instructions to provide the services shall be made via Task Order(s) issued by MCA-Nepal through its Agreement/Contract Manager. MCA-Nepal will try to issue a Task Order for the required service at least 3 working days in advance, however in case of urgency it can be any duration and if the Service Provider has the right services available, MCA-Nepal will receive the services.

Payments: Prices mentioned in the Task Order(s) will be all-inclusive in Nepalese Rupees (NPR). The offered prices should include all the costs needed to provide the services in accordance with the Scope of Services and Conditions of BPA. Upon acceptance of the services 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 services 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. An acceptance notes of the Services and verified by the Contract Manager to confirm the services were provided as per 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.

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 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

Name of Authorized Representative

Signature and seal of the Service Provider:

For and on behalf of

Name of Authorized Representative

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 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 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 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 BPA. 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 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/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 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 Supplier, 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 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. 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.

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 BPA 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 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 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

All communications and documents related to the BPA 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 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 performance this BPA, 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 BPA, 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 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, may terminate this BPA, in whole or in part, at any time in its sole discretion for its convenience by sending a written notice. 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 (30) days' written notice to the MCA-Nepal if:

- a. the 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. 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. the 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, 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 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.

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:

Communication Support Services	BPA Ref:
(Please provide the name of Service provider here)	MCA-N/PM/SH/ 075

Please proceed with the provision of supply of various services under” **Communication Support Services**” 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	Units	Qty	Unit Rate (NPR)	Total
1.					
2.					
3.					
				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 Service Provider: 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 BPA.

Signature of Personnel

Or Signature of the Authorized Person on behalf of Service Provider

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

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

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 three day in advance.

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

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