



Request for Quotations (RFQ)

Issued on: 03 September 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

Procurement of HDM4 Training

Ref No: MCA-N/RMP/SH/080



MILLENNIUM CHALLENGE ACCOUNT NEPAL (MCA-NEPAL)

REQUEST FOR QUOTATION (RFQ) – NON-CONSULTING SERVICES

Procurement Title : **Procurement of HDM4 training**

Procurement Ref : MCA-N/RMP/SH/080

Date of Issue of Request: 03 September 2024

To : All eligible offerors

Sir/Madam:

1. The Millennium Challenge Account Nepal (MCA- Nepal) hereby requests a firm to submit a quotation(s) for the supply of the following Services:
 - a. Two-week HDM4 Training course in Kathmandu.
 - b. Provision of 10 licenses and
 - c. Associated support services for up to 5 months after completion of all the training.

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

2. To be **qualified**, you must have experience as a Service Provider of the Services covered by this **Request for Quotation** and, as evidence, you must also attach a documentation of your experience as Service Provider in at least:
 - (a) The firm shall have experience in 5 number of HDM4 trainings in the last 5 years.
 - (b) The proposed trainer is required to hold minimum a master's degree in engineering or economics with at least twenty (20) years of relevant experience including working with HDM4 at the national/state/provincial road network level and at the project level.

Note: The Qualifications and Experience evaluation on above (a) and (b) will be assessed on a "pass and fail" basis.

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

Preparation of Quotations

- (a) Your price quotation/(s) shall be for all the Services as described in 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 **United States Dollar (USD)**.
- (b) The prices should be quoted for delivery of Services in Kathmandu and should be accompanied by following administrative and qualification related documents:
- i. Legal Status: Registration Certificate.
 - ii. VAT Registration Certificate (for Local service providers).
 - iii. Tax Clearance Certificate of recent last three fiscal years (For Local service providers).
 - iv. Complete and signed Form of Quotation,
 - v. Complete List of Services Delivery and Price Schedule.
 - vi. Documentary evidence supporting the experiences as stated in no.2 of this RFQ (above).
 - vii. CV of the Trainer.
- (c) You shall submit only one set of quotations for the all the 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 Ninety (**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 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 Quotation.
- (e) Clarifications may be requested by email not later than **10 September 2024** so that responses can be issued not later than **12 September 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) All documents listed under 3 (b) including your **Form of Quotation** with the priced **List of Services and Delivery Schedule** should be submitted electronically by **17 September 2024** before **10:00 hours** (Nepal Time) through the file request link (Dropbox Link) below:
<https://www.dropbox.com/request/kLgXoj6uUHLL7NQzcr4a>

Instruction for uploading your submission:

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

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

- (g) Quotations shall be opened on **17 September 2024** at **10:30** hours electronically.

Late submissions will be automatically rejected.

Evaluation and Comparison

- (h) The submitted Quotations by the firm 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, qualifications 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 Quotation**. The Price comparison for evaluation will be carried out including both Price of Initial Scope and Support services excluding VAT. In case any provision is not clear or mentioned in this RFQ, the provision stated under Accountable Entity Procurement Policy & Guidelines (AE PPG) will be used.
- (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, unless in the opinion of the Procurement Agent there is an obvious error in

the quoted rate.

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

Award of Contract

- (k) The Employer shall award the Contract to the Service Provider whose quotation has been determined to be substantially responsive to this **Request for Quotation** and who has offered either the lowest price quotation *or* the best value for money at the MCA-Nepal's discretion, provided that the Service Provider is determined to be eligible and qualified to perform satisfactorily.
 - (l) The Service Provider whose quotation has been accepted will be notified by the Employer within the quotation validity period with **Acceptance** signed by the authorized representative of the Employer.
 - (m) The successful Service Provider shall sign the **Contract** governed by the **Contract Terms and Conditions**. Please note that submitting a Quotation is an acceptance of the **Contract Terms and Conditions of the Contract** and that these will not be modified.
4. The Federal Democratic Republic of Nepal, acting through the Ministry of Finance (the "Government") and the United States of America, acting through the Millennium Challenge Corporation ("MCC"), entered into a Millennium Challenge Compact on September 14, 2017, providing for a grant of up to FIVE HUNDRED MILLION United States Dollars (US \$500,000,000) ("MCC Funding") to advance economic growth and reduce poverty in Nepal (the "Compact"), to which the Government will contribute up to US\$197,000,000 for a program to reduce poverty through economic growth in Nepal. The Government, acting through the Millennium Challenge Account Nepal (the "MCA-Nepal"), intends to apply a portion of the MCC Funding to eligible payments under a contract for which this Request for Quotation ("RFQ") is issued.
 5. MCC's Anti-Fraud and Corruption Policy ([Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations | Millennium Challenge Corporation](#)) requires that all beneficiaries of MCC Funding, including the **MCA-Nepal** and any applicants, Bidders, Contractors, Subcontractors, Consultants, and Sub consultants 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 <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

Millennium Challenge Account Nepal (MCA-Nepal) intends to tender a two-weeks (2) training course to be conducted in Kathmandu, Nepal in 2024 including five (5) full licenses and five (5) educational licenses, followed by support service comprising up to thirty (30) hours of remote consulting representing twenty (20) sessions of Ninety (90) minutes each spread out over five (5) months support services after completion of all the trainings, with four (4) sessions each month.

Objective of the training

The objective of the training is to develop the capabilities of the participants to:

1. Prepare all the data needed to conduct the different levels of analysis available in HDM4;
2. Source and reference all the data in accordance with generally accepted practices for referencing;
3. Conduct the three levels of analysis (strategic, program and project) on case studies with HDM4;
4. Analyze and interpret the outputs generated by HD-4; and
5. Prepare associated economic analysis reports for executive and funding purposes.

Attendees and location of the training:

A total of twenty (20) participants in Kathmandu from the Department of Roads, the Roads Board of Nepal, the Institute of Engineering of the Tribhuvan University and the Millennium Challenge Account Nepal.

Topics to cover in HDM4 Training :

A. Training program for Week 1

- Course outline, objectives of the course, course program, teaching method and evaluations;
- Pavement management need, basics, system and applications at the project and network levels;
- Importance of stakeholder consultation and coordination;
- Steps in a new construction for an HDM-4 analysis;
- Steps in a rehabilitation study for an HDM-4 analysis;
- Pavement primer and key pavement data flowcharts to feed HDM-4;
- Pavement characteristics and properties;
- Traffic data needs and vehicle fleet – technical and economic data;
- Non-motorized traffic;
- Climate, topography and geometric data;
- Distress surveys;

- Causes of deterioration and subsequent test requirements;
- Roughness surveys;
- Structural capacity surveys;
- Homogeneous sub-sectioning and classification in families;
- Predicting future condition;
- Predicting future needs;
- Basics of economic analysis;
- Road user costs – vehicle and travel time costs;
- Agency costs – construction, routine and periodic maintenance and rehabilitation costs;
- Selection process of candidate projects for periodic maintenance and rehabilitation; and
- Quality control and verification of data input;

B. Training program for Week 2 (4 weeks after week 1)

- Calibration of deterioration models, association to the causes of deterioration;
- Maintenance and rehabilitation activities over the life cycle;
- Maintenance and rehabilitation cost data;
- Maintenance and rehabilitation needs assessment;
- Identifying technically and environmentally sound strategies;
- Selection of economically cost-effective strategies;
- Policies and strategies;
- Prioritization programs;
- Strategic, program and project analysis;
- Budget planning and justification;
- Sensitivity analysis;
- Exogenous benefits;
- Multi-criteria analysis;
- Preventive maintenance benefits;
- Assessment of emissions and environmental benefits of interventions;
- Study of HDM-4 output reports and graphics;
- Assessment of benefits of IRI performance-based specifications requirements; and
- Case studies on the project level for three road sections referred to as the Dhan Khola Lamahi Road Section (DLRS), Narayanghat Mugling Road Section (NMRS), and Kanchanpur Nadaha Road Section (KNRS) for which all the data and the analysis is available. Other case from other sources.

C. Support Services Week 6 to 26 after completion of all the trainings

- Support to the participants for up to five months total, on a needs-basis and for up to 30 hours (20 sessions of 90 minutes each, 4 sessions each month) of technical support meetings by the same trainer over a Teams, Zoom or Meet platform.

Deliverables

1. Five (5) **full** institutional licenses for the Department of Roads, Ministry of Physical Infrastructure and Transport.
2. Five (5) **educational** licenses for the Institute of Engineering of Tribhuvan University.
3. Access to download the seven (7) volumes of HDM-4 for twenty (20) candidates at least thirty (30) days before week one (1) training;
4. Digital copy of the slides for week one (1) training at least thirty (30) days before the training for week one (1) training starts. The training course is to be prior reviewed and approved by MCA-Nepal;
5. Digital copy of the slides for week two (2) training at least thirty (30) days before the training for week two (2) starts. The training course is to be prior reviewed and approved by MCA-Nepal;
6. Two-weeks training for a total of forty (40) hours of training per week excluding breaks;
7. Assessment of the competences acquired at the end of the two-weeks course by all attendees for monitoring and evaluation purposes and submitting the report; and
8. Final report at the end of the support service summarizing all the Q&A.

Profile of the Service Provider

1. Firms applying must have completed at least five (5) trainings of HDM4 in the last five (5) years; and
2. Firms must provide a qualified trainer and software with qualifications/requirements as specified below:

Profile of the trainer

The proposed trainer is required to hold minimum a master's degree in engineering or economics with at least twenty (20) years of relevant experience including working with HDM4 at the national/state/provincial road network level and at the project level.

Training facilities

MCA-Nepal will provide the training facilities including training room, projector, printer, lunches and refreshments for the duration of the training.

Attachment 2
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 **Procurement of HDM4 Training** Ref no: **MCA-N/RMP/SH/080** in accordance with the **Contract Terms and Conditions** and the priced **Supply and Delivery Schedule** accompanying this Quotation for the Contract Price of _____ [*amount in words and numbers*] (_____) [*name of currency*] _____ (**excluding VAT**). We propose to complete the delivery of the Services described in the Contract within the Delivery Time indicated in the priced **List of Services and Delivery Schedule**.

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

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

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

Name of Service Provider: _____

Authorized Signature: _____

Name of Signatory: _____

Title of Signatory : _____

Address : _____

Telephone Number: _____

Email address for all correspondence: _____

Attachment 3

LIST OF SERVICES AND DELIVERY SCHEDULE

S.N.	Description	Unit	Quantity	Unit Value (USD)	Total Amount (USD)	Delivery Schedule
1	Initial Service					As per Scope of Services (in Attachment 1)
1.1	Access to download the 7 volumes of HDM-4 for 20 candidates at least 30 days before week 1 Training Program.	Lump Sum	1			
1.2	Digital copy of the slides for week 1 training program at least 30 days before the training for week 1 training program starts. The training course is to be prior reviewed and approved by MCA-Nepal.	Lump Sum	1			
1.3	HDM-4 <u>Training program for Week 1.</u>	Per Training	1			
1.4	Digital copy of the slides for week 2 at least 30 days before the training program for week 2 starts. The training course is to be prior reviewed and approved by MCA-Nepal.	Lump Sum	1			
1.5	HDM-4 <u>Training program for Week 2 (4 weeks after week 1).</u>	Per Training	1			
1.6	Assessment of the competences acquired at the end of the two-weeks course by all attendees for monitoring and evaluation purposes and submitting a report on the same.	Lump Sum	1			

S.N.	Description	Unit	Quantity	Unit Value (USD)	Total Amount (USD)	Delivery Schedule
1.7	Full institutional licenses for the Department of Roads, Ministry of Physical Infrastructure and Transport.	Per Pack	5			
1.8	Educational licenses for the Institute of Engineering of Tribhuvan University.	Per pack	5			
2	Support Service after completion of all the trainings					
2.1	Support Service that is Capacity Building Program (in Nepal) for 5 months@4 sessions/month (total 20 session), each session of 90 minutes by trainer	Per session	20			
2.2	Final report at the end of the support service summarizing all the Q&A.					
Total Amount (excluding VAT)						
VAT 13% (if applicable)						
Total Amount (Including VAT)						

Note:

1. The evaluation and comparison of the quotation will be carried out with the total amount (Excluding VAT).
2. The price in the table above must be filled out and submitted by the Service Provider and it shall include all the costs needed to provide the services by the Service Provider as per the requirements in the Request for Quotations.
3. The quoted price shall include all the costs associated with the preparation and conducting the training, which includes the training fees, travel costs (international as well as local) & logistics requirements including per-diem and accommodation for the trainer, training materials to be distributed to trainees (as mentioned in Attachment-1; Scope of Services under Deliverables), costs related to HDM-4 certificates for trainees and other costs as deemed necessary towards the delivery of the assignment. (MCA-Nepal will provide the training facilities including training room, projector, printer, lunches and refreshments for the duration of the training).

- 4. Payment Schedule:** Payments will be made within thirty (30) days only after the approval of the deliverables and submission of a valid VAT invoice with approval of the deliverables. Payment conditions are as follows:
- a. Each delivery should be completed and accepted, and acceptance note shall be attached with the invoice.
 - b. An acceptable invoice (VAT invoice for local service provider) shall be submitted.
 - c. Support services payment shall be made as follows: the total quoted price for the support services is to be divided on a monthly basis for each of five (5) months of capacity building after initial training. Payment will be made within 30 days after submission of acceptance report of the deliverable with Supplier's valid invoice.
 - d. From each invoice a 5% retention will be made, which will be released with the last payment under the Contract.

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 ninety (90) days from the date of Submission and is in accordance with the requirement stated under this Request for Quotation.

Service Provider: *[Include Date and signature]*

ACCEPTANCE

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

Name of Employer : Millennium Challenge Account Nepal (MCA-Nepal)

Authorized Signature : _____

Name of Signatory : _____

Title of Signatory : _____

Date : _____

Attachment 4

Sample Contract and Conditions



MILLENNIUM CHALLENGE ACCOUNT NEPAL (MCA-NEPAL)

CONTRACT

Contract Title: Procurement of HDM4 training

Contract Reference Number: MCA-N/RMP/SH/080

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

Whereas the Employer has requested for quotation for **Procurement of HDM4 training Ref no: MCA-N/RMP/SH/080** to be supplied by the Service Provider in accordance with the **Contract** and has accepted the Quotation by the Service Provider in the amount of __[*amount in words*]__ [*amount in figures*] (excluding VAT) hereinafter called “the Contract Price”.

The Employer and the Service Provider agree as follows:

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

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

Term of Engagement. The Service Provider shall commence the Services on [*insert start date*] (the "**Start Date**"). It is presently envisaged that the Services will be completed on or before [*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**"). Training dates shall be mutually agreed to by both parties within the Term of Engagement. The Service Provider shall be engaged by the Employer for the Term of Engagement, provided that the Employer may at any time upon giving the Service Provider reasonable notice in writing, terminate this Contract.

Payments.

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

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

- a. Each deliverable should be completed and accepted, and acceptance note shall be attached with the invoice.
- b. An acceptable invoice (VAT invoice for local service provider) shall be submitted.
- c. Support services payment shall be made as follows: the total quoted price for the services is to be divided on a monthly basis for each of five (5) months of capacity building after initial training. Payment will be made within 30 days after submission of acceptance report of the deliverable with Supplier's valid invoice.
- d. From each invoice a 5% retention will be made, which will be released with the last payment under the Contract.

The following documentation must be supplied for payments to be made:

- i. Original VAT Invoice (Submitted invoice should include PAN number of MCA-Nepal),
- ii. An acceptance note of the Services and verified by the Contract Manager to confirm the services were provided as per the signed contract,
- iii. The Service Provider shall comply with any other payment instructions as may be reasonably given by MCA-Nepal. (if applicable)

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 USD payments:

Account Name:
Account Number:
Bank Name:

Bank Address:
SWIFT Code:
Intermediary Bank account details:

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

For 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	<i>[Insert Service Provider Address]</i>
	Attention: Name and Title
	Email: Tel

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

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

Signature and seal of MCA-Nepal:
For and on behalf of

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

Name of Authorized Representative

Name of Authorized Representative

CONTRACT TERMS AND CONDITIONS

1. General

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

2. Definitions

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

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

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

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

“Employer” means “MCA-Nepal.

“MCC” is the Millennium Challenge Corporation.

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

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

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

3. Acknowledgment and Acceptance of Contract

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

4. Performance of the Services

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

4.2 The Service Provider shall at all times cooperate and coordinate with the Employer 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.

4.4 The Service Provider shall provide minimum 12 months warranty for the software supplied.

5. Fees and Payments

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

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

6. Taxes and Duties

6.1 Except as may be exempted pursuant to the Compact or another agreement related to the Compact, available in English at https://mcanp.org/en/wp-content/uploads/2019/04/Millennium_Challenge_Compact.pdf, the Service Provider may be subject to certain Taxes on amounts payable by the MCA Entity under this Contract in accordance with applicable law (now or hereinafter in effect). The Service Provider shall pay all Taxes levied under applicable law. In no event shall the MCA Entity be responsible for the payment or reimbursement of any Taxes. In the event that any Taxes are imposed on the Supplier, the Contract Price shall not be adjusted to account for such Taxes.

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

6.3 If the Service Provider is required to pay Taxes that are exempt under the Compact or a related agreement, the Service Provider shall promptly notify the MCA Entity (or such agent or representative designated by the MCA Entity) of any Taxes paid, and the Service Provider shall cooperate with, and take such actions as may be requested by the MCA Entity, MCC, or either of their agents or representatives, in seeking the prompt and proper reimbursement of such Taxes.

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

7. Contract amendments

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

8. Subcontracting

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

9. Insurance

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

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

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

10. Language

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

11. Confidentiality

11.1 Except with prior consent of the Employer, 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

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

13. Accounts and Records

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

14. Termination Procedures

By the Employer

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

- a. If the Service Provider, in the judgment of the Employer 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 Contract, 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 sixty (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 Contract by giving notice to the Service Provider if the Service Provider becomes insolvent or bankrupt, and/or fails to exist or is dissolved.

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

By the Service Provider

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

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

15. Force Majeure

For the purposes of this Contract, "Force Majeure" means an event or condition that (a) is not reasonably foreseeable and is beyond the reasonable control of a Party, and is not the result of any acts, omissions or delays of the Party relying on such event of Force Majeure, (or of any third party over whom such Party has control, including any Subcontractor), (b) is not an act, event or condition the risks or consequence of which such Party has expressly agreed to assume under this Contract, (c) could not have been prevented, remedied or cured by such Party's reasonable diligence, and (d) makes such Party's performance of its obligations under this Contract impossible or so impractical as to be considered impossible under the circumstances.

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

costs reasonably and necessarily incurred by them during such period and in reactivating the Services after the end of such period.

16. Governing Law and Settlement of Disputes

16.1 Governing law is the law of Nepal.

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

Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably shall be settled by arbitration under 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

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

APPENDIX B – LIST OF SERVICES/PRICE SCHEDULE (Attachment-3 of this RFQ)

APPENDIX C – FACILITIES PROVIDED BY THE MCA-NEPAL

APPENDIX D – CURRICULUM VITAE OF THE PROPOSED INSTRUCTOR/TRAINER