



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

Issued on: 28 November 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

**Events Management Services in Districts**

**\*\*\*\*\***

Ref No: **MCA-N/PM/SH/082**



## MILLENNIUM CHALLENGE ACCOUNT NEPAL (MCA-NEPAL)

### REQUEST FOR QUOTATIONS (RFQ) FOR BLANKET PURCHASE AGREEMENTS (BPA)

#### NON-CONSULTING SERVICES

Procurement Title : **Events Management Services in Districts**

Procurement Ref : MCA-N/PM/SH/082

Date of Issue of Request: 28 November 2024

To : All Eligible Offerors

Sir/Madam:

1. The Millennium Challenge Account Nepal (MCA- Nepal) hereby requests you to submit a quotation/(s) for the supply of necessary services for organizing different MCA-Nepal events as per the Attachment 3 LIST OF SERVICES AND DELIVERY SCHEDULE. The Services shall be provided on a “as and when needed basis”, under a Blanket Purchase Agreement (BPA) contract type.

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 a draft **Blanket Purchase Agreement (BPA)**.

The BPA arrangement can be used only for filling anticipated repetitive needs for supplies, commodities or services. BPAs are not contracts but agreements to contract. The contract occurs when an order is placed. Thus, there are no binding terms on either party. The MCA-Nepal does not make an exclusive commitment to buy any of its needs nor a binding commitment to a minimum value of purchases. However, the rates for the provision of the services shall be fixed for a 2-year’s period. For the remaining years, the parties will negotiate and agree on the rates based on market conditions and the Service Provider’s published rates as applicable. This BPA will be made with qualified service provider(s) and includes prices quoted and terms for ordering and invoicing. The selected Service Providers will invoice the MCA-Nepal for the orders fulfilled under a Task Order (the contracts). The prices quoted shall

be used in the BPA and will be the basis for the issuance of the Task Order and payments.

2. To be qualified, you must have experience as a Service Provider of the Services covered by this **Request for Quotations** and, as evidence, you must also attach a document of your experience as Service Provider with:
  - *Evidence of space to accommodate 50 people and availability of logistics as per the scope of work.*
  - *Submission of evidence of a minimum of two recent experiences in providing similar services with at least 50 participants for international organizations/GoN/NGOs within the past two years.*

Service Providers are also required to submit with their quotation copies of the following documents:

- *Brief description of the Service Provider, its institutional capacity and an outline of recent experiences in providing similar services;*
  - *Registration Certificate*
  - *VAT Registration Certificate;*
  - *Tax Clearance Certificate up to Fiscal year (79/80).*
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 prices quotation 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 **Nepalese Rupees (NPR)**.

Service providers are invited to submit offers for the event management services that they can supply to create a Blanket Purchase Agreement with MCA-Nepal as stipulated in the annexes to this RFQ.

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

- (b) The prices should be quoted for delivery of the Services to **different districts as detailed in Attachment 1 Scope of Services**.
- (c) You shall submit only one set of quotations for 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.

- (d) Quotations shall be submitted electronically only. So, 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.
- (e) Your quotation(s) should be valid for a period of **90** days from the deadline for submission of the quotation as indicated below.
- (f) Clarifications may be requested by email not later than **4 December 2024** so that responses can be issued not later than **6 December 2024**. The address 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](mailto:MCANepalPA@dt-global.com)

#### Submission and Opening

- (g) Your **Form of Quotation** with the priced **List of Services and Delivery Schedule** should be submitted electronically by **12 December 2024** at 15:00 hours local time in Kathmandu by email to the following address:

Attn : Employer's Procurement Agent

E-mail : [MCANepalPA@dt-global.com](mailto:MCANepalPA@dt-global.com) with cc 'd to [Binita.Poudel@dt-global.com](mailto:Binita.Poudel@dt-global.com)

**Late submissions will be automatically rejected.**

#### Evaluation and Comparison

- (h) MCA-Nepal will carry out the administrative and technical compliance check in line with the requirements set out in this RFQ. A substantially responsive offer is one which is compliant with the terms and conditions of this RFQ and specific terms of the BPA and sample Task Order.
- (i) MCA-Nepal will sign a BPA with all the Service providers submitting a substantially responsive offer. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this **Request for Quotations**. 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.

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

- (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.

Service Providers will be notified of the corrections to the submitted Quotation. If the Service Provider refuses to accept the correction, the Quotation will be rejected. No changes to the Quotation will be allowed after submission.

#### Award of the BPA

- (k) MCA-Nepal will award a BPA to the Service Provider(s) whose Quotation(s) have been determined to be substantially responsive to this **Request for Quotations** 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 the notification of **Acceptance** signed by the authorized representative of the MCA-Nepal.
  - (m) The successful Service Provider(s) shall sign the **BPA** governed by the **BPA Terms and Conditions**. Please note that submitting a Quotation is an acceptance of the **BPA Terms and Conditions of the BPA** 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 D500,000,000) (“MCC Funding”) to advance economic growth and reduce poverty in Nepal (the “Compact”), to which the Government will contribute up to USD197,000,000 for a program to reduce poverty through economic growth in Nepal. The Government, acting through the Millennium Challenge Account Nepal (the “MCA-Nepal”), intends to apply a portion of the MCC Funding to eligible payments under a contract for which this Request for Quotation (“RFQ”) is issued.
  5. MCC’s Anti-Fraud and Corruption Policy ([Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations | Millennium Challenge Corporation](#)) requires that all beneficiaries of MCC Funding, including the MCA-Nepal and any applicants, Bidders, Contractors, Subcontractors, Consultants, and Subconsultants under any MCC-funded contracts, observe the highest standards of ethics during the procurement and execution of such contracts.

6. Conflict of Interest: A service provider shall not have a conflict of interest. Bidders are subject to the conflict-of-interest covered under provisions 4.8 of the [Accountable Entity Procurement Policy & Guidelines](#) All service providers found to have a conflict of interest shall be disqualified.
7. Eligibility: Service Providers shall also satisfy the eligibility requirements covered under provision 4.10 of the [Accountable Entity Procurement Policy & Guidelines](#)
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](mailto: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 (ETP), a national pride project, and the Road Maintenance Project (RMP) are two projects under the program.

The ETP is being implemented in 10 districts that includes Sindhupalchowk, Nuwakot, Kathmandu, Dhading, Makwanpur, Tanahun, Chitwan, Palpa, Nawalparasi (Bardaghat Susta East) and Nawalparasi (Bardaghat Susta West) districts. Similarly, the RMP is being implemented in Dang district.

During the implementation of both projects i.e., ETP and RMP, MCA-Nepal will carry out several public communications, information activities and project's stakeholders' engagement, in line with the MCA-Nepal culture of openness and transparency. These activities will require the logistic support of Service Providers located in the MCA-Nepal project districts. Consequently, this document outlines the terms of reference for awarding and signing Blanket Purchase Agreement(s) with Events Management Service Providers required in MCA-Nepal project implementation districts namely Sindhupalchowk, Nuwakot, Dhading, Makwanpur, Chitwan, Tanahun, Palpa, Nawalparasi (Bardaghat Susta West), Dang, Pokhara (Gandaki Province headquarter) and Butwal – nearby New Butwal Substation ( Sunwal Municipality).

#### **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. As the program has entered the implementation phase, there is a need to continuously share updates and milestones with local stakeholders including media, elected representatives, project affected people who have a high level of interest in MCA-Nepal's activity in the field.

MCA-Nepal plans to initiate multiple district level events in the aforementioned districts for the above reasons.

### **3. Event types:**

- Local media events;
- Contract signing, groundbreaking and project closure;
- Stakeholder meetings at provincial, district, and local levels;
- Any other MCA-Nepal's event.

### **4. Proposed Venue:**

Events will be held in the project implementing districts and/or provincial headquarters of Gandaki and Lumbini Provinces.

Venue Requirements: The Service Providers should be capable to provide the required services at the selected venues. MCA-Nepal will determine and communicate in advance the requirements for each specific event.

### **5. Dates:**

Dates to be determined (TBD) based on MCA-Nepal's event requirements and stakeholders' availability. Services to be provided as and when needed. Dates for events will be communicated at least two weeks in advance.

### **6. Duration:**

Durations to be determined (TBD) based on event requirements and stakeholder's availability. Services to be provided as and when needed.

### **7. Nature of Events:**

Events will be informative and interactive, designed to engage stakeholders and provide updates on project progress.

### **8. No. of Participants:**

Depending on the event – minimum of 10 and maximum of 100. If the maximum number of participants exceeds 100 then the rates for the services will be prorated.

### **9. Methodology:**

The events will include presentations and interactive sessions to facilitate effective communication and feedback.

### **10. Objectives of the Events:**

- To equip stakeholders/ journalists with up-to-date information on MCA-Nepal's project progress,
- Gather feedback to refine and improve project implementation and achieving compact objectives,
- To strengthen relationship with stakeholders and garner support for the implementation of the Compact.



## 11. Objective of the assignment

The objective of the contract is to receive the following services in order for MCA-Nepal to organize events for a minimum of 10 participants.

- (i) Program Hall with Air Conditioners
- (ii) Adequate Table and Chairs for attendees
- (iii) Sound System
- (iv) Refreshments: Tea/Coffee/Cookies/water
- (v) Lunch/Dinner
- (vi) Mineral Water
- (vii) Rooms for accommodation (for event purpose only)
- (viii) Podium
- (ix) Tents
- (x) Transportation service
- (xi) Fans/Cooler
- (xii) Carpets
- (xiii) Generators

## 12. Scope of work

Based on the above objectives, the Service Provider will provide the following logistics:

S.N.	Particulars	Details
1	Program Hall with AC	Capacity: Accommodate a minimum of 10 and maximum of 100 participants. Features: Air conditioning and suitable acoustics for speaking events.
2	Table and Chairs	Furniture: Provide tables and chairs for at least 10 to 50 people. Configuration: Arrange in a classroom style or as specified per event requirements.
3	Sound system	Components: Include at least one podium microphone, two handheld wireless microphones, and speakers adequate to cover the hall. Performance: Must be clear and audible at all points within

		the venue.
4	Tea/Coffee/Cookies	As per specific requirements Beverages: Supply unlimited tea and coffee, throughout the event.
5	Buffet Lunch/Dinner	As per specific requirements Food: Cater lunch and/or dinner as required, accommodating dietary restrictions (details to be specified prior to the event).
6	Mineral Water	As per specific requirements Supply unlimited water, throughout the event.
7	Room for Accommodations	As per specific requirements (for event purpose only)
For events outside the venue offered, the service provider will have the capacity to provide:		
8	Podium	As per requirements
9	Tents	As per requirements Tents as required for outdoor segments of events.
10	Transportation service	As per requirement to carry goods Scope: Include transportation of goods to and from the event venue as required. Standards: Ensure timely and safe delivery and setup of all equipment and materials.
11	Fans/cooler/heater	As per requirement Cooling: Fans or coolers to be provided, suitable for the size of the hall and number of participants and outside events.
12	Carpet to lay down on the ground	As per requirement Provide carpets or other suitable floor covering for the entire event area to ensure cleanliness and comfort.
13	Generator	As per requirement Generator with sufficient capacity to support all electrical needs of the event without interruption.

### 13. Qualification and Evaluation Criteria

Any established Service Provider that complies with the following qualifications at the minimum,

would be eligible:

- Evidence of space to accommodate 50 people and availability of logistics as per the scope of work.
- Submission of evidence of a minimum of two recent experiences in providing similar services with at least 50 participants for international organizations/GoN/NGOs within the past two years.

#### **14. Documents required for submission of Quotation:**

- Brief description of the Service Provider, its institutional capacity and an outline of recent experience in providing similar services;
- Evidence supporting similar experiences in providing services for similar events detailing at least two recent events within the past two years with at least 50 participants for international organizations/Gon/NGOs.
- Registration Certificate
- VAT Registration Certificate;
- Tax Clearance Certificate up to Fiscal year (79/80).

#### **15. Procurement Method**

The Procurement Process will be conducted through the Blanket Purchase Agreement (BPA) procedures as specified in the Accountable Entity Procurement Policy & Guidelines (AE PPG) and is open to all eligible Service Providers as defined in the PPG.

**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 Events Management Services in Districts [Ref No: MCA-N/PM/SH/082] 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 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 **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: \_\_\_\_\_

**ACCEPTANCE** *(to be filled by MCA-Nepal)*

The MCA-Nepal accepts the Service Provider's offer to supply and deliver the Services. Attached is the Blanket Purchase Agreement (BPA) with accepted rates for the Service Provider's signature to be submitted to the MCA-Nepal within 7 days from receipt.

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

Authorized Signature : \_\_\_\_\_

Name of Signatory : \_\_\_\_\_

Title of Signatory : \_\_\_\_\_

Date : \_\_\_\_\_



Workshop Venue for Participants		Up to 10 persons		Up to 25 persons		Up to 50 persons		Up to 75 persons		Up to 100 persons		More Than 100 persons		Remarks
Item	Particulars	Rate in NPR (without VAT) for		Rate in NPR (without VAT) for		Rate in NPR (without VAT) for		Rate in NPR (without VAT) for		Rate in NPR (without VAT) for		Rate in NPR (without VAT) for		
		Half Day only	One or more days	Half Day only	One or more days	Half Day only	One or more days	Half Day only	One or more days	Half Day only	One or more days	Half Day only	One or more days	
5	Mineral Water – <b>per bottle</b>													
6	1 time Tea or coffee and Snacks excluding Venue (for outdoor event) <b>Per participant</b>													
7	Buffet Lunch only excluding venue (for outdoor event)- <b>Per Participant</b>													
8	Buffet Dinner only excluding venue (for outdoor event) - <b>Per Participant</b>													
9	Tables and Chairs (for outdoor event) – <b>Per Event</b>													
10	Room for Accommodation single- <b>per room</b>													

Workshop Venue for Participants		Up to 10 persons		Up to 25 persons		Up to 50 persons		Up to 75 persons		Up to 100 persons		More Than 100 persons		Remarks
Item	Particulars	Rate in NPR (without VAT) for		Rate in NPR (without VAT) for		Rate in NPR (without VAT) for		Rate in NPR (without VAT) for		Rate in NPR (without VAT) for		Rate in NPR (without VAT) for		
		Half Day only	One or more days	Half Day only	One or more days	Half Day only	One or more days	Half Day only	One or more days	Half Day only	One or more days	Half Day only	One or more days	
11	Room for accommodation double – per room													

Note: The Service provider can quote one or more or all requirements of MCA-Nepal, depending upon what services they can offer.

Additional Items:

Item	Description	Half Day rate (in NPR without VAT)	Full Day Rate (in NPR without VAT)	Remarks
1	Sound System with one-unit cordless microphone (One set)			
2	Cordless Microphone only per unit			
3	Podium set – per unit			
4	Speakers adequate to cover the hall -per set			
5	Tents to cover the outdoor segment of event – per unit (for small, medium and large group sizes, three prices shall be quoted)			



Item	Description	Half Day rate (in NPR without VAT)	Full Day Rate (in NPR without VAT)	Remarks
6	Transportation Service to transport of goods to and from the event venue as required (per event).			
7	Fans/Cooler/Heater for outside event – per unit			
8	Carpet to lay down on the ground – per unit which can be either square feet or square meters			
9	Generator for lease – per unit			

The above quoted rates are exclusive of VAT. VAT will be added to the total amount in the task order. The total will be calculated based on the rate and quantity of service items required for a workshop or event. 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*]

**Attachment 4**

**SAMPLE BLANKET PURCHASE AGREEMENT (BPA) AND CONDITIONS**



## MILLENNIUM CHALLENGE ACCOUNT NEPAL (MCA-NEPAL)

### CONTRACT

Blanket Purchase Agreement (BPA) Title: **Events Management Services in Districts**

BPA Reference Number: MCA-N/PM/SH/082

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

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

1. The following documents shall be deemed to form and be read and construed as part of this Blanket Purchase Agreement (BPA), viz:
  - a) **Form of Quotation, 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 XX December 2024 (the "**Start Date**"). It is presently envisaged that the Services will be completed on or before **30 August 2028** (the "**End Date**," and the period between the Start Date and the End Date, inclusive, shall be referred to as the ("**Term of Engagement**") which includes a Base Period of initial two

(2) years followed by an Option Period with a duration up to 30 August 2028. However, the rates shall be fixed for the 2-year duration of the Base Period. Previous to exercising the Option Period the parties will negotiate and agree the rates based on market conditions and the Service Provider's published rates as applicable. Exercising the Option Period is at the sole discretion of MCA-Nepal. The Service Provider shall be engaged by the MCA-Nepal for the Term of Engagement, provided that the MCA-Nepal may at any time upon giving the Service Provider reasonable notice in writing, terminate this Blanket Purchase Agreement (BPA).

**Task Orders:** The BPA will be implemented via Task Orders which will be issued by MCA-Nepal as and when needed. The quantities for supply will be indicated in the Task Order which will be issued as per MCA-Nepal requirements of the services quoted by the Service Provider in APPENDIX B. Task Orders will be issued to the Service Providers selected among the BPAs available considering the cost and value for money offered and as per MCA-Nepal requirements and complying with the delivery time (Sample Task Order – Appendix D). Instructions to provide the services shall be made via Task Order issued by MCA-Nepal through its Agreement/Contract Manager. MCA-Nepal will issue a Task Order for the required services at least two weeks in advance. Task Order can be issued through email also which the service provider has to acknowledge.

**Payments.** The MCA-Nepal shall pay to the Service Provider the amounts claimed for the services according to the scope of work (as attached in Appendix B), provided such claims are supported by adequate documentation. All payments by 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	<i>[Insert Employer Address]</i>
	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 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

**Signature and seal of the Service Provider:**

For and on behalf of

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
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 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 2017 by and between the United States of America and Government of Nepal.

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

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

### **3. Acknowledgment and Acceptance of BPA**

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

### **4. Performance of the Services**

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

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

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

## **5. Fees and Payments**

5.1 No fees shall be paid in respect of work performed other than during the Term of Engagement as specified in the Contract.

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

5.3 Prices mentioned in the Task Order will be all-inclusive in Nepalese Rupees (NPR). The agreed price should include all the costs needed to provide the services(s) in accordance with the Scope of Services and Conditions of BPA. No additional cost shall be paid apart from the quoted price/rate for the Services stated under the Task Order.

5.4 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 service under a particular Task Order. The following documentation must be supplied for payments to be made:

- i. Original VAT Invoice (Submitted invoice should include PAN number of MCA-Nepal)
- ii. A delivery and acceptance note evidencing receipt of the services; and verified by the Agreement/Contract Manager to confirm that the service(s) delivered are as per the signed BPA and issued Task Order.
- iii. The Service provider shall comply with any other payment instructions as may be reasonably given by MCA-Nepal.
- iv. Applicable withholding tax (TDS) will be deducted at the time of payment.
- v. 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:

## **6. Taxes and Duties**

- 6.1 Except as may be exempted pursuant to the Compact or another agreement related to the Compact, available in English at <https://mcanp.org/en/documents-reports/main-agreements/>, the Service Provider may be subject to certain Taxes on amounts payable by the Accountable 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 Accountable 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 Accountable 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 Accountable Entity (or such agent or representative designated by the Accountable Entity) of any Taxes paid, and the Service Provider shall cooperate with, and take such actions as may be requested by the Accountable Entity, MCC, or either of their agents or representatives, in seeking the prompt and proper reimbursement of such Taxes.
- 6.4 The MCA-Nepal shall use reasonable efforts to ensure that the Government of Nepal provides the Service Provider the exemptions from taxation applicable to such persons or entities, in accordance with the terms of the Compact or related agreements.

## **7. BPA amendments**

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

## **8. Subcontracting**

The Service Provider shall not assign or subcontract the BPA 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 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 Employer'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 has 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 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 the Service Provider in the course of services is expected to handle sensitive, private or confidential information, such service provider shall sign Non-disclosure Agreement.

## **12. Fraud and Corruption**

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

## **13. Accounts and Records**

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

## **14. Termination Procedures**

### **By the Employer**

- 14.1 Termination for Default: The MCA-Nepal may terminate performance this Contract, if:
- a. 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. The Service Provider does not remedy a failure in the performance of its obligations under the BPA within thirty (21) days after being notified
  - c. 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. The Service Provider fails to comply with any final decision reached as a result of arbitration proceedings in accordance with clause 16.2.
- 14.2 Termination for Insolvency. The MCA-Nepal may at any time terminate this BPA by giving notice to the Service Provider if the Service Provider becomes insolvent or bankrupt, and/or fails to exist or is dissolved.
- 14.3 Termination for Convenience. The MCA-Nepal, by notice sent to the Service Provider, may terminate this BPA, in whole or in part, at any time in its sole discretion for its convenience.

### **By the Service Provider**

- 14.4 The Service Provider may terminate this BPA, with not less than thirty (21) days' written notice to the Employer if:
- a. The Employer 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 Employer fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 16.2

## **15. Force Majeure**

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 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 Employer 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 BPA. In the case of a dispute between the unresolved dispute between the Employer and the Contractor, the dispute shall be settled in accordance with the provisions of the Government of Nepal.

APPENDIX A – SCOPE OF SERVICES

APPENDIX B – LIST OF SERVICES/PRICE SCHEDULE

APPENDIX C – FACILITIES PROVIDED BY THE MCA-NEPAL

APPENDIX D – SAMPLE TASK ORDER

## **APPENDIX A – SCOPE OF SERVICES**

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

**APPENDIX B – LIST OF SERVICES/PRICE SCHEDULE**

## **APPENDIX C – FACILITIES PROVIDED BY THE MCA-NEPAL**

### **MCA-Nepal's Responsibilities:**

- Provide task order in set format before starting of the assignment by respective Contract Managers for each district.
- Provide clear instructions and schedules to the Service Provider, generally two weeks in advance.

## APPENDIX D – SAMPLE TASK ORDER

### Sample Task Order



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

**SAMPLE TASK ORDER No: XXX**

**Date of Task Order:**

<b>Events Management Services in Districts</b>	<b>BPA Ref:</b>
<b>(Please provide the name of Service provider here)</b>	<b>MCA-N/PM/SH/0XX</b>

Please proceed with the provision of Events Management Services in Districts 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:

<b>No.</b>	<b>Description</b>	<b>Qty</b>	<b>Unit Rate (NPR)</b>	<b>Total</b>
1.				
2.				
3.				



4.				
.....				
Sub Total Excluding VAT				
VAT				
Total Task Order Value Including VAT				

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

Attachment #1:  
Attachment #2:

**Signatures**

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