



**MILLENNIUM CHALLENGE ACCOUNT NEPAL**

**On Behalf of:**

**The Government of Nepal**

**\*\*\***

**SELECTION OF INDIVIDUAL CONSULTANT FOR**

**Procurement of “Website Backend and Page Management  
Services”**

**REF: MCA-N/PM/ICS/039**

**\*\*\***

**11 December 2020**

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# 1. Letter of Invitation

Kathmandu, Nepal  
11 November 2020

## Procurement of Website backend and page management Service

### MCA-N/PM/ICS/039

The United States of America, acting through the Millennium Challenge Corporation (“MCC”) and the Government of Nepal (the “Government”) have entered into a Millennium Challenge Compact for Millennium Challenge Account assistance to help facilitate poverty reduction through economic growth in Nepal (the “Compact”) in the amount of approximately **US\$ 500 million** (“MCC Funding”) with the Government of Nepal also contributing **US\$130 million**, for a total of approximately **US\$630 million**. 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 Letter of Invitation (“LOI”) is issued.

The Compact program includes two projects: (i) The Electricity Transmission Project (ETP) will fund the construction of about 300 kilometers of 400kV electricity transmission lines, three substations, and technical assistance for the power sector; and (ii) The Road Maintenance Project (RMP) will fund technical assistance to improve the road maintenance regime and road maintenance works on about 300 kilometers of the strategic road network. The program would include the procurement of contractors and consultants for design, construction and supervision of electricity lines and substations, road maintenance works, including a variety of technical services, equipment and construction works in different geographic locations within Nepal. These contracts will be competed through open international procurement procedures.

This Letter of Invitation (“LOI”) follows the General Procurement Notice that appeared in the MCA-Nepal website, dgMarket and UNDB Online on 6 October 2020.

### Summary of Services:

The MCA-Nepal now invites technical and financial proposals from eligible Individual Consultants to provide the consultant services “Website Backend and Page Management Services.”

**Objective:** MCA-Nepal has a functional website to communicate key information related to the organization in both Nepali and English versions. The general objective of the consultancy is to support MCA-Nepal to manage -from the information technology perspective- the MCA-Nepal website (www.mcanp.org); this would include support to (i) customize the website as required; (ii) provide web site content management and maintenance services for the website; as well as to (iii) provide on-the-job training related to editing and uploading content to the website and maintenance to relevant MCA-Nepal staff members.

**Contract start date and duration:** Contract estimated start date is mid-January 2021 and term of the contract will be up to **31 December 2021**, with possibility for 3 or more optional years extension depending upon MCA-Nepal needs, satisfactory performance and Budget availability. During this period, MCA-Nepal may request several short-term assignments upon issuance of individual tasks orders. The expected level of effort will be stated in the individual task order for each assignment. The location of the assignment is Kathmandu, Nepal and the consultant will provide services from his own workstation.

The required qualifications for the Individual Consultants to be considered are indicated in Section III Evaluation Criteria as below. Please refer to the detailed Terms of Reference included in the LOI documents.

Interested Consultant may seek any clarification via sending an email to [MCANepalPA@mcanp.org](mailto:MCANepalPA@mcanp.org) by **15 December 2020** and MCA-Nepal will response to the requested clarification by **17 December 2020**.

**Selection Procedure:** The Consultant will be selected in accordance with the procedures for selection of Individual Consultants set out in the MCC Program Procurement Guidelines (P1.B.3.10) which are provided on the MCC website ([www.mcc.gov](http://www.mcc.gov)).

The selection process comprises two stages: first, MCA Nepal will select the consultants with the most appropriate CV/qualifications and experience using the criteria provided in the LOI documents. At the second stage, the financial offer of the most qualified consultant (who has attained highest total marks from stage one) will be opened. Contract award is subject to successful negotiations and a price reasonableness analysis. If contract negotiations fail, MCA-Nepal will invite the next ranked candidate to negotiate the contract and so on. MCA-Nepal may call the highest ranked consultant for an interview at its own discretion before the contract is awarded to validate the credentials and work experiences.

The Individual Consultants are requested to submit their complete application in two files: **File 1: Application/Cover Letter and CV**, and **File 2: Financial proposal and Biographical data sheet** (as separate files) in a single submission using the four (4) forms provided for this purpose in this LOI documents.

The consultant shall submit his/her proposal no later than **21 December 2020, 13.00 Hours Nepal local time (GMT+5.45)**. Proposals shall be submitted only via File Request Link (FRL) provided to the consultant by email. **The submission through other means such as hard copy or email shall not be accepted.** The submission of the proposal only be through the link: <https://www.dropbox.com/request/usUzajP9IUfReANXcVrj> for uploading the proposals will expire on the date and time of the deadline for submission, thus no late proposals will be received. Detailed procedure for submission is mentioned in **Annex 1** of the LoI document.

Yours Sincerely,

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**Khadga Bahadur Bisht**  
Executive Director, MCA-Nepal

# Annex - 1

## Letter of Invitation

### Procedure for Electronic Submission of Proposals

1. Each Consultant shall use this <https://www.dropbox.com/request/usUzajP9IUfReANXcVrj> link to submit its Entire Proposal. For the avoidance of doubt, Entire Proposal = Technical Proposal [Application/Cover Letter + CV] + Financial Proposal [Financial Proposal Submission Form + Biographical Data Sheet].
2. The Dropbox File Request Link shall expire on the proposal submission deadline, specified in the last paragraph of the Letter of Invitation.
3. All submitted documents (whether as standalone files or files in folders) shall be in pdf format.
4. Both the Technical (Application/Cover letter, CV and Biographical data sheet) and Financial Proposals shall be submitted in separate pdf(s) files/folders/zipped folders.
5. The Technical and Financial Proposals shall not exceed 2GB each.
6. Consultants are informed that the capability of their internet bandwidth will determine the speed in which their proposals are uploaded via the File Request Link. Consultants are therefore advised to commence the process of uploading their proposals via the File Request Link well before the proposal submission deadline.
7. The Technical and Financial Proposals shall be submitted via the File Request Link only. Proposals submitted by email will not be accepted. A complete proposals shall be submitted on or before the deadline. A Consultant who submits only the Technical Proposal or only the Financial Proposal shall be rejected.
8. Consultants should use the filename framework for the Proposals as follows:
  - a. Technical Proposal filename: ***Consultant Name\_Technical Proposal***
  - c. Financial Proposal Filename: ***Consultant Name\_Financial Proposal***

## 2. Terms of Reference

### TERMS OF REFERENCE & DESCRIPTION OF SERVICES

#### FOR

#### Website Backend and Page Management Services

##### 1. Introduction:

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) to advance economic growth and reduce poverty in Nepal (the “Compact”), to which the Government will contribute up to US\$130,000,000 for a program to reduce poverty through economic growth in Nepal. The Government intends to apply parts of the proceeds of the funds to payments for contracts for goods, works and services. MCC is a U.S. government agency focused on assisting countries dedicated to good governance, economic freedom, and investments in people.

##### 2. Objective:

MCA-Nepal has a lively website – [www.mcanp.org](http://www.mcanp.org) operating to share Compact’s activities and information to partners, stakeholders, and the public.

The general objective of the IT Consultant is to provide technical assistance to MCA-Nepal to operate its website in a more professional and innovative design, adequate security; keeping its contents better organized, and timely backups so that any published documents and reports can be easily retrieved as they require in future.

##### 3. Specific Responsibilities:

The Website Consultant will have the following specific responsibilities:

- (i) Upgrading of existing website with appropriate content management system (CMS). Make technical arrangements for any dynamic pages as required.
- (ii) Make
- (iii) Improve the design, content management, storage and archiving system at the backend database.
- (iv) Provide training to MCA-Nepal staff members for content editing, uploading and management of website contents in an organized way so that all copies of web publication will be stored on the web-portal. Make the provision of timely backup and retrieval system so that any crucial published documents can be obtained from the web-portal.
- (v) Make an easy provision to archive project publications, photographs, videos and reports from different project activities and events to be uploaded to the website by MCA-Nepal staff members.

- (vi) Take security precautions in every steps of website operations that complied to MCA-Nepal IT security standard for potential cyber threats. MCA-Nepal IT may perform security audits, verify reporting mechanism, password policy and SSL/encryption and required so that Compact's website runs with highest level of security of its portal and contents.
- (vii) Making the website management and development platform user-friendly and compatible with emerging technologies.
- (viii) Make detailed technical assessment of MCA-Nepal's website. Analyze the existing design, interfaces, backend database and tables to revise and update them so that it will address the growing future demands and improve the document storage in the portal. Upgrade the design if required.
- (ix) Support MCA-Nepal to upload, organize and enhance website content related with layout, design, navigation and ease and usability of the interfaces for proper implementation of the website.
- (x) Make user-friendly CMS interfaces to upload the web-contents both in English and Nepali (Unicode/translator) languages as demanded by MCA-Nepal.
- (xi) Be proactive in handling any security threats, bugs and errors and fix them right-away as appeared or reported by MCA-Nepal.
- (xii) Carry out timely delivery of assigned tasks and other demands requested by the Contract Manager.

#### **4. Services and Facilities to be provided by MCA-Nepal:**

MCA-Nepal shall make available to the Consultant all information and available documents necessary while conducting the required scope of work. All documents so provided will remain the property of MCA-Nepal. The Consultant may not dispose of or otherwise make use of such document without the prior approval of MCA-Nepal. All provided documentation shall not be disclosed to third parties without MCA-Nepal written consent.

#### **5. Deliverables:**

The Consultant will be responsible for producing at least the deliverables detailed in Attachment 1 in the course of regular work as defined during the assignment.

#### **6. Payments:**

Payment will be made based on actual number of provided hourly services – as per issued tasks orders- for support and maintenance of web page. Payment of the invoices accepted by the contract manager shall be made to the Bank Account provided by the Consultant within Thirty (30) days of receipt and acceptance by MCA-Nepal of a proper invoice. The financial proposal of the consultant shall be submitted as a rate per hour. The consultant shall submit VAT invoices and the payment will be made after deduction of VAT and taxes (if applicable).

#### **7. Period of Service:**

Contract estimated start date is mid-January 2021 and term of the contract will be up to **31 December 2021**, with possibility for extension for 3 or more optional years extension depending upon MCA-Nepal needs, satisfactory performance and Budget availability.

#### **8. Deliverables:**

Attachment-1 includes deliverables.

## Attachment -1

### 1. Specific Deliverables:

The deliverables mentioned below will apply throughout the duration of the contract. A report summarizing the applied level of effort – as per issued tasks orders- and a brief description of the tasks carried out will be required to process the payments; the submission and acceptance by MCA-Nepal of a valid invoice will be also a requirement for process the due payments.

SN	Title	Activity Description
1	<b>Upload</b>	Consultant to upload documents as and when requested within 24 hours (unless prior unavailability notification from Consultant)
2	<b>Additional tabs and sub tabs</b>	Consultant to include additional tabs and sub tabs to cater to any new functional requirement as and when needed
3	<b>Bugs Fixing</b>	Consultant will fix bugs and errors whenever the need arises as quickly as possible
4	<b>User-friendly</b>	Consultant will ensure website is user-friendly and add features and enhancements as and when needed and/or requested by MCA-Nepal.
5	<b>Maintenance and Security</b>	Consultant will ensure the website is well maintained and is securely protected,
6	<b>Access to MCA-Nepal staff</b>	Consultant will coordinate with the Contract Manager and provide access of backend to relevant staff when requested.
7	<b>Training to MCA-Nepal Staff</b>	As per the requirements of MCA-Nepal, the Consultant will conduct short trainings on how to manage/enhance/fix the webpage.
8	<b>Ad-Hoc deliverables</b>	As per instructions of MCA-Nepal, the Consultant will undertake ad-hoc related tasks not specified above

### 3. Evaluation Criteria

The Consultant is required to obtain a minimum of **80 (eighty)** points in order to qualify. The Consultant with the highest score above the **80** points thresholds will be recommended for award subject to satisfactory references being obtained and agreement on the rate and contents of the Financial Proposal.

In the event that a contract cannot be agreed between MCA-Nepal and the first ranked Consultant, the second ranked Consultant will then be invited for negotiations and so on.

The selection of the Individual Consultants will be based on the following criteria:

ITEM	CRITERIA	POINTS
<b>1</b>	<b>Education and Qualifications</b>	
a	Hold minimum a Bachelor's Degree in Information Technology/ Computer Science or Computer Engineering or related field.	10
b	Minimum 1 (one) training/ certification in web/software development and management	5
<b>2</b>	<b>Experience of the Individual Consultant</b>	
a	Have at least 5 years of practical experience as web developer in WordPress, PHP/dreamwever, ASP, HTML5, CSS3, JavaScript and jQuery etc.	35
b	Practical experience of developing and managing at least three (3) development and media-friendly websites during past 5 years with relevant features and links relating to MCA-Nepal.	50
c	Full professional proficiency in English and Nepali language is required (to be assessed during contract negotiations)	Pass/Fail
	<b>Total Score</b>	<b>100</b>
<b>3</b>	<b>Interview:</b> MCA-Nepal may call the highest ranked consultant for an interview at its own discretion before the contract is awarded to validate the credentials and work experiences.	Pass/Fail

The scoring system used to evaluate the Consultant's qualifications is shown below

**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

## 4. Proposal Forms

### 4.1: APPLICATION/COVER LETTER

[*Location, Date*]

Executive Director  
Millennium Challenge Account - Nepal  
Address: Yak & Yeti Hotel, Convention Center, Durbar Marg, Kathmandu

Dear Sir,

**Re: Procurement of Website backend and page management Service**

**REF No: MCA-N/PM/ICS/039**

Dear Sir/Madam,

I, the undersigned, offer to provide the consulting services for the above mentioned assignment in accordance with your Letter of Invitation dated [*Date*].

I hereby submit my Qualifications including my latest updated Curriculum Vitae which contains among others my previous relevant assignments and references with complete contact details.

I hereby declare that all the information and statements made in this document are true and correct. I accept that any misinterpretation contained herein can lead to my disqualification.

I hereby certify that I am not engaged in facilitating or allowing any of the prohibited activities described in Part 14 of the MCC Program Procurement Guidelines and that I will not engage in, facilitate, or allow any such prohibited activities for the duration of the Contract. Further, I hereby provide my assurance that the prohibited activities described in Part 14 of the MCC Program Procurement Guidelines will not be tolerated by myself. Finally, I acknowledge that engaging in such activities is cause for suspension or termination of employment or of the Contract. I further certify that I am eligible to be awarded an MCC-funded contract as per Part 10 of the MCC Program Procurement Guidelines.

If negotiations are held during the initial period of validity of the Application, I undertake to negotiate on the basis of my availability for the assignment.

My submission is subject to modifications arising from Contract negotiations.

I undertake, if my proposal is accepted, to initiate the consulting services on the date indicated in the Letter of Invitation.

I understand that you are not bound to accept any submissions that you may receive.

Yours Sincerely,

[Authorized Signatory]

[Name and Title of Authorized Signatory]

[Address]

[Email Address]

[Cell/Telephone]

## 4.2: CURRICULUM VITAE (CV) FORM

<b>Name</b>	[Insert full name]				
<b>Date of Birth</b>	[Insert birth date]				
<b>Email address</b>	[Insert Email address]				
<b>Physical Address</b>	[Insert Physical Address]				
<b>Telephone/Cell</b>	[Insert Telephone and Cell number]				
<b>Nationality</b>	[Insert nationality]				
<b>Education</b>	[Indicate college/university and other specialized education, giving names of institutions, degrees obtained, and dates of obtainment].				
<b>Membership in Professional Associations</b>	[insert information]				
<b>Other Training</b>	[Indicate appropriate postgraduate and other training]				
<b>Countries of Work Experience</b>	[List countries where the consultant has worked in the last ten years]				
<b>Languages</b>	[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing] <table><thead><tr><th>Language</th><th>Speaking</th><th>Reading</th><th>Writing</th></tr></thead></table>	Language	Speaking	Reading	Writing
Language	Speaking	Reading	Writing		
<b>Employment Record</b>	[Starting with present position, list in reverse order every employment held by the consultant since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]  From [month] [year]: To [month] [year]: Employer: Position(s) held:				
<b>Practical experience of developing and managing at least three (3) websites</b>	(please provide the links) Links 1: Link 2: Link 3: and so on....				

**Work undertaken that best illustrates capability to handle the tasks assigned**

[Among the assignments in which the consultant has been involved, indicate the following information for those assignments that best illustrate his/her capability to handle the tasks listed in the LOI]

Name of assignment or project:

Year:

Location:

MCA Nepal:

Main project features:

Position held:

activities/tasks performed:

**References:**

*[List at least three individual references with Substantial knowledge of your work. Include each reference's name, title, phone and e-mail contact information. 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 in the above-mentioned assignment. I further declare that I am able and willing to work for the period foreseen in the above referenced in the Letter of Invitation.

Signature

Date

### 4.3: FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

Executive Director  
Millennium Challenge Account Nepal  
Yak & Yeti Complex, Durbar Marg  
Kathmandu, Nepal

Dear Sir,

**Re: Procurement of Website backend and page management Service**

**REF No: MCA-N/PM/ICS/039**

Dear Sir/Madam,

Having examined the Letter of Invitation Documents, I am pleased to submit the following financial proposal for the services to be provided:

**[Include hourly rate/consultancy fee<sup>1</sup> in Nepalese Rupees]:**

**[Include salary<sup>2</sup> history for the past three years and other facilities with supporting document].**

***Other cost (define such as insurance, with substantiation)***

I understand that you are not bound to accept any proposal you may receive and that a binding contract would result only after final negotiations are concluded on the basis of the technical and price components proposed.

Yours Sincerely,

[Authorized Signatory]

[Name and title of Signatory]

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<sup>1</sup> The proposed hourly rate shall be Fully loaded rate. The consultant will not be paid any additional costs that may occur to provide the services as per the terms and reference and conditions of the contract.

<sup>2</sup> Salary definition – basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, commissions consultant fees, extra or overtime work payments, overseas differential or quarters, cost of living or dependent education allowances

**4.4: CONSULTANT BIOGRAPHICAL DATA SHEET**

<b>1. Name (Last, First, Middle)</b>					<b>2. Consultant's Name</b>	
<b>3. Employee's Address (include ZIP code)</b>			<b>4. Contract Number:</b>		<b>5. Position Under Contract: Website backend and page management</b>	
			<b>6. Proposed hourly rate</b>		<b>7. Duration of Assignment: 100 hours or more</b>	
<b>8. Telephone Number (include area code)</b>		<b>9. Place of Birth</b>		<b>10. Citizenship</b>		
<b>11. SPECIFIC CONSULTANT SERVICES (give last three (3) years)</b>						
SIMILAR SERVICES PERFORMED	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #		Dates of Employment (mm/dd/yyyy)		Hourly Rate In NPR	
			From	To		
<b>12. CERTIFICATION: To the best of my knowledge, the above facts as stated are true and correct.</b>						
Signature of Employee					Date	

## 5. Conditions of Contract and Contract Forms



### **CONTRACT FOR CONSULTANT'S SERVICES**

**Contract No. REF No: MCA-N/PM/ICS/039**

**between**

**MILLENNIUM CHALLENGE ACCOUNT NEPAL**

**and**

*[Name of the Consultant]*

**for**

**Website backend and page management Service**

**Dated: XX January 2021**

## Form of Contract

This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year], between **Millennium Challenge Account Nepal** (the “MCA Entity”), with address at Yak & Yeti Hotel Complex, Convention Center, Kathmandu, Nepal, on the one part, and [full legal name of Consultant] (the “Consultant”), with address at XXX on the other part.

WHEREAS, the MCA Entity has accepted the Consultant’s proposal for the performance of the Services (the “Services”) described in the Description of Services in Appendix A, and the Consultant is capable and willing to perform said Services.

THE MCA ENTITY AND THE CONSULTANT (the “Parties”) AGREE AS FOLLOWS:

1. This Contract, its meaning, interpretation and the relation between the Parties shall be governed by the applicable law of **Nepal**.
2. The Contract is signed and executed in English language, and all communications, notices and modifications related to this Contract shall be made in writing and in the same language.
3. The Contract rate is [*insert amount and the currency*] and is *inclusive* of local VAT and taxes (if applicable) for the base period as well as the option period (if exercised by MCA-Nepal). The contract rate is fully loaded rate and includes all costs associated with the assignment.
4. The Term of the Contract of the Services is from [*insert date, month and year*] to [*insert date, month and year*]
5. The MCA-Entity designates the [*Insert Name and Title reporting Point of Contact*] as the MCA-Entity’s reporting point of contact.
6. Any dispute, controversy or claim that cannot be amicably settled between the parties and arising out of, or relating to this Contract or the breach, termination or invalidity thereof, shall be finally settled by ***Nepal Council of Arbitration (NEPCA) with the applicable laws of Nepal***
7. The following documents form an integral part of this Contract:
  - (a) The General Conditions of Contract (including Attachment 1 “MCC Policy – Corrupt and Fraudulent Practices, Attachment 2 “Annex to General provisions”)
  - (b) Appendices:  
Appendix A: Description of Services and Reporting Requirements

- Appendix B: CV of the Expert
- Appendix C: Bank Details of Consultant
- Appendix D: Negotiated Staffing Schedule

SIGNED:

For and on behalf of *[Name of MCA Entity]*

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*[Authorized Representative of the MCA Entity – name, title and signature]*

For and on behalf of *[Name of Consultant]*

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*[Consultant – name and signature]*

## General Conditions of Contract

- 1. Corrupt and Fraudulent Practices**
  - 1.1 The Millennium Challenge Corporation (“MCC”) requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in **Attachment 1**.
- 2. Commissions and Fees Disclosure**
  - 2.1 The MCA Entity requires that the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by MCC.
- 3. Force Majeure**
  - a. Definition**
    - 3.1 For the purposes of this Contract, “Force Majeure” means an event or condition that (a) is not reasonably foreseeable and is beyond the reasonable control of a Party, and is not the result of any acts, omissions or delays of the Party relying on such event of Force Majeure, (or of any third person over whom such Party has control, (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. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
  - b. No Breach of Contract**
    - 3.2 The failure of a Party to fulfil any of its obligations under this Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as practicable (and in no event later than five (5) days after the occurrence) about the occurrence of an event giving rise to a claim of Force Majeure.
  - c. Measures to be Taken**
    - 3.3 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is

reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

3.4 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

3.5 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the MCA Entity, shall either:

(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the MCA Entity, in reactivating the Services; or

(b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

3.6 In the case of disagreement between the Parties as to the existence or extent of and event of Force Majeure, the matter shall be settled in accordance with GCC Clause 17.

#### **4. Suspension**

4.1 The MCA Entity may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding seven (7) calendar days after receipt by the Consultant of such notice of suspension or if MCC has suspended disbursements under the Compact.

#### **5. Termination**

5.1 This Contract may be terminated by either Party as per provisions set out below. The Contract has a term of 12 months that starts upon signature of this contract and at MCA-Nepal sole discretion, subject to funds availability and Consultants performance, extendable for 3 or more optional years. The contract will terminate on its own when the term expires at **XX XXXX XXXX**.

##### **a. By the MCA Entity**

5.2 The MCA Entity may terminate this Contract with at least fourteen (14) calendar days prior written notice to the

Consultant after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause:

- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract after being notified by the MCA Entity in writing by specifying the nature of the failure and requesting to remedy it within at least ten (10) calendar days after the receipt of the MCA Entity's notice;
- (b) If the Consultant becomes insolvent or bankrupt;
- (c) If the Consultant, in the judgment of the MCA Entity, has engaged in integrity violations as defined in Attachment 1 or if in the judgment of the MCA Entity, continuing the Contract will be detrimental to the interests or reputation of the MCA Entity, or the project;
- (d) If the MCA Entity, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (e) If the Compact has been terminated or MCC has suspended disbursements under the Compact. If this Contract is suspended pursuant to this GCC Sub-Clause 5.2 (e) the Consultant has an obligation to mitigate all expenses, damages and losses to the MCA Entity during the period of the suspension.

**b. By the Consultant**

5.3 The Consultant may terminate this Contract, upon written notice to the MCA Entity in accordance with the time period specified below, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this GCC Sub-Clause 5:

- (a) If the MCA Entity fails to pay any money due to the Consultant pursuant to this Contract that is not otherwise subject to dispute pursuant to GCC Clause 17 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination unless the payment that is the subject of such notice of termination is made by the MCA Entity to the Consultant within such thirty (30) days.
- (b) If, as the result of an event of Force Majeure, the Consultant is unable to perform a material portion of the

Services for a period of not less than sixty (60) days. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.

- (c) If the MCA Entity fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 17. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.
- (d) If the Consultant does not receive a reimbursement of any Taxes that are exempt under the Compact within one hundred and twenty (120) days after the Consultant gives notice to the MCA Entity that such reimbursement is due and owing to the Consultant. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination unless the reimbursement that is the subject of such notice of termination is made to the Consultant within such thirty (30) days.
- (e) If this Contract is suspended in accordance for a period of time exceeding three (3) consecutive months; provided that the Consultant has complied with its obligation to mitigate in accordance with GCC Sub-Clauses 5.2 (e) or (i) during the period of the suspension. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.

## **6. Obligations of the Consultant**

- a. Standard of Performance**
  - 6.1 The Consultant shall carry out the Services with due diligence and efficiency, and shall exercise such reasonable skill and care in the performance of the Services as is consistent with sound professional practices.
  - 6.2 The Consultant shall act at all times so as to protect the interests of the MCA Entity and shall take all reasonable steps to keep all expenses to a minimum, consistent with sound professional practices.
- b. Compliance**
  - 6.3 The Consultant shall perform the Services in accordance with the Contract and the applicable law of **Nepal**.

- c. **Conflict of Interest**
      - 6.4. The Consultant shall hold the MCA Entity’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
      - 6.5 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant’s Services for the preparation or implementation of the project.
      - 6.6 The Consultant shall not engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
      - 6.7 The Consultant has an obligation shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the MCA-Entity, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 7. **Confidentiality**
  - 7.1 Except with the prior written consent of the MCA Entity, the Consultant shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant, make public the recommendations formulated in the course of, or as a result of, the Services.
- 8. **Insurance to be taken out by the Consultant**
  - 8.1 The MCA Entity undertakes no responsibility in respect of any life, health, accident, travel or other insurance which may be necessary or desirable for the Consultant, for purpose of the Services, nor for any dependent of any such person.
- 9. **Accounting, Inspection and Auditing**
  - 9.1 The Consultant shall keep, and shall make all reasonable efforts to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
  - 9.2 The Consultant shall permit MCC and/or persons appointed by MCC to inspect the site and/or all accounts and records relating to the performance of the Contract and to have such accounts and records audited by auditors appointed by MCC if requested by MCC.

- 10. Reporting Obligations** 10.1 The Consultant shall submit to the MCA Entity the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in said Appendix.
- 11. Proprietary Rights of the MCA Entity in Reports and Records** 11.1 All reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the MCA Entity in the course of the Services shall be confidential and become and remain the absolute property of the MCA Entity unless otherwise agreed by the MCA Entity in writing. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the MCA Entity, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the MCA Entity.
- (a) The Consultant shall indemnify the MCA Entity from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against, the MCA Entity during or in connection with the Services by reason of i) infringement or alleged infringement by the Consultant of any patent or other protected right, or ii) plagiarism or alleged plagiarism by the Consultant.
- (b) The Consultant shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the Consultant from the MCA Entity funds or used by the Consultant in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party.”
- 12. Description of Job Description of Consultant** 12.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of the Consultant are described in **Appendix A**.
- 13. MCA Entity’s Payment Obligation** 13.1 In consideration of the Services performed by the Consultant under this Contract, the MCA Entity shall make such payments to the Consultant for the Services specified in **Appendix A** and in such manner as described:

Report describing the provided technical support and

maintenance during the previous month, detailing the time spent completing the work, with hours or a fraction, with an explanation as to that time expended, for the MCA Nepal to evaluate and verify the amount invoiced. Every time MCA-Nepal requires the service of the consultant, this will be ordered by issuing a Task Order to the consultant based on the unit prices included in the contract. The Consultant will be paid:

Payment will be made based on actual number of hours service for support, enhancement and maintenance of web page provided, which shall be approved by the Contract Manager. Payment of the invoices accepted by the contract manager shall be made to the Bank Account provided by the Consultant within Thirty (30) days of receipt and acceptance by MCA-Nepal of a proper invoice.

**14. Mode of Billing and Payment**

- 14.1 The payments under this Contract shall be made in accordance with the payments provisions as described in GCC 13.1
- 14.2 Payments do not constitute acceptance of the whole Services nor relieve the Consultant of its obligations.

**15. Interest on Delayed Payments**

- 15.1 If the MCA Entity has delayed payments beyond thirty (30) days after the payment date determined in accordance with GCC 13.1 interest shall be paid to the Consultant for each day of delay at the rate: For US Dollars, London Inter-bank Lending Rate (LIBOR) plus one percent (1%) and for local currency, Base rate of the National Bank of Nepal (Nepal Rastriya Bank).

**16. Taxes and Duties**

- (a) Except as may be exempted pursuant to the Compact or another agreement related to the Compact, available in English at <https://www.mcc.gov/where-we-work/program/nepal-compact>, the Consultant, may be subject to certain Taxes as defined in the Compact on amounts payable by the MCA Entity under this Contract in accordance with Applicable Law (now or hereinafter in effect). The Consultant 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 Consultant, the contract price shall not be adjusted to account for such Taxes.
- (b) The Consultant, shall follow the usual customs procedures of the MCA Country in importing property into the MCA Country.
- (c) If the Consultant does not withdraw, but dispose of any property in the MCA Country upon which customs duties or

other Taxes have been exempted, the Consultant, (i) shall bear such customs duties and other Taxes in conformity with Applicable Law, or (ii) shall reimburse such customs duties and Taxes to the MCA Entity if such customs duties and Taxes were paid by the MCA Entity at the time the property in question was brought into the MCA Country.

- (d) Without prejudice to the rights of the Consultant under this clause, the Consultant, will take reasonable steps as requested by the MCA Entity or the Government with respect to the determination of the Tax status described in this GCC Clause 16.
- (e) If the Consultant is required to pay Taxes that are exempt under the Compact or a related agreement, the Consultant shall promptly notify the MCA Entity (or such agent or representative designated by the MCA Entity) of any Taxes paid, and the Consultant 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.
- (f) The MCA Entity shall use reasonable efforts to ensure that the Government provides the Consultant, the exemptions from taxation applicable to the Consultant, in accordance with the terms of the Compact or related agreements. If the MCA Entity fails to comply with its obligations under this paragraph, the Consultant shall have the right to terminate this Contract.

**17. Amicable Settlement of disputes**

17.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

**18. Dispute Resolution**

18.1 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.

18.2 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 1: MCC's Policy – Corrupt and Fraudulent Practices**

The MCC's policy on preventing, detecting and remediating Fraud and Corruption may be found at the following link:

<https://www.mcc.gov/resources/doc/policy-fraud-and-corruption>

## **Attachment 2: MCC's Policy – Annex to General Provisions**

The MCC's policy general provisions can be found at the following link:

<https://www.mcc.gov/resources/doc/annex-of-general-provisions>

## **APPENDICES**

### **APPENDIX A – DESCRIPTION OF SERVICES AND REPORTING REQUIREMENTS**

**APPENDIX B - CONSULTANT CV**

**APPENDIX C – CONSULTANT BANK DETAILS**

Account Name: [Comments]

Account Type:

Account Number:

Bank Name:

Bank Address:

Bank Swift Code:

IBAN (if applicable):

**APPENDIX D – NEGOTIATED STAFFING SCHEDULE (NOT USED)**

Consultant Input (in the form of a bar chart)								
Months	1	2	3	4	5	6	Etc.	<b>Total</b>
[Home]								
[Field]								

**APPENDIX E – TASK ORDER SAMPLE**

Government of Nepal  
 Ministry of Finance  
 Millennium Challenge Account Nepal  
 (A joint Initiative of the Government of Nepal and the Millennium Challenge Corporation, USA)

**TASK ORDER**



To:  
 Date: XX/XX/20XX

Contract No: [Subject]

Please provide the Services described in this Task Order (attached terms of reference if applicable)

**I. Services**

<b>Type of Service:</b>	
<b>Duration</b>	Start date: _____ End date: _____

**II. Level of Effort (Estimated):**

No of day/s: \_\_\_\_\_

<b>Hourly/Daily Rate to apply: NPR</b>	
<b>Total Cost of this Task Order: NPR</b>	
<b>Cumulative amount paid/to be paid under previous task orders plus authorized under this Task Order: NPR</b>	
<b>Amount Available in the: NPR</b>	

**III. Deliverables:**

<u>Deliverables</u>	<u>Submission Deadline</u>
1.	1.
2.	2.
3.	3.

**Signatures:**

<p>Task Order issued on behalf of MCA-Nepal by:</p>  <hr/> <p>(Contract Manager) Millennium Challenge Account Nepal (MCA-Nepal)</p>	<p>Task Order accepted on behalf of the Consultant by:</p> <p>Name: Date:</p>
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