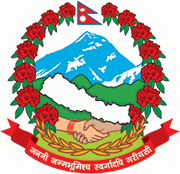
**STANDARD PROPOSAL DOCUMENT**

**Request for Proposal**

**for Delivering Vocational Training and Employment Services for Targeted Youths under General Training (Voucher-based Short-term Level - 1;4th Round)**

****

**Government of Nepal**

**Ministry of Education, Science and Technology**

**Enhanced Vocational Education and Training Project-Second (EVENT Project-II)**

**JANUARY, 2021**

**प्रस्तावदाताले प्रस्ताव पेश गर्दा ध्यान दिनुपर्ने प्रमूख बुँदाहरु:**

1. The eligible TESPs are requested to submit their proposal in the prescribed format only. **(प्रस्तावदाताले यस प्रस्तावसम्बन्धी कागजातको ढाँचामा मात्र प्रस्ताव पेश गर्नु पर्नेछ।\_**
2. Submission of proposal in a different format may **not** be considered for evaluation.
3. The shortlisted Consultants shall download the proposal document from the EVENT-II website [www.event.gov.np](http://www.event.gov.np) and submit a printed copy duly stamped, signed, and sealed. ‘Technical Proposal’ and ‘Financial Proposal’ should be sealed separately and both the sealed envelopes shall be again sealed in a single envelope.
4. Technical Proposal is not required to make separate for each training event but should have filled up information separately in the concerned Sections of the Technical Proposal where demanded by the format.
5. The Client shall not be binding for any discrepancy in the submitted proposal by a company from the uploaded version of the proposal document.
6. Any unclear points regarding this proposal submission process can be discussed on the pre-bid meeting. The clarification from EVENT-II shall be published in the EVENT-II website within 5 days of the meeting so held.
7. All copies (every page)of the evidencing documents should have a notary certification.
8. The TESPs are supposed to submit the documents mentioned as the mandatory requirements only in the TOR with this proposal.
9. The Consultants are requested to submit the documents in an appropriate order, duly compiled with a perfect bound copy. The proposal formats shall be in a serial order from TECH – 1 to TECH – 7, CVs, and other required documents. We strongly advise not to attach unnecessary documents.
10. The concerned consultant shall be responsible for any fraudulent documents.

SELECTION OF

**TRAINING AND EMPLOYMENT SERVVICE PROVIDERS (TESPs)**

Request for Proposals

*For Delivering Vocational Training and Employment Services for Targeted Youths under General Training (Voucher-based Short-term Level - 1;4th Round)*

**Client:** Enhanced Vocational Education and Training Project- Second (EVENT-II)

Buddhanagar, Kathmandu

**Country:** Nepal

**Issued on:** January 13, 2021

|  |
| --- |
| **TABLE OF CONTENTS** |
| PART I ..................................................................................................................................................1 |
| Section 1. Request for Proposal Letter ...................................................................................................1 |
| 1. General Provisions .....................................................................................................................3 |
| 1. Definitions...........................................................................................................................3 |
| 1. Introduction ….....................................................................................................................5 |
| 1. Conflict of Interest ..............................................................................................................6 |
| 1. Unfair Competitive Advantage ...........................................................................................7 |
| 1. Fraud and Corruption ..........................................................................................................7 |
| 1. Eligibility………………………………………..................................................................7 |
| 1. Preparation of Proposals.............................................................................................................9 |
| * 1. General Considerations ........................................................................................................9 |
| * 1. Cost of Preparation of Proposal ...........................................................................................9 |
| * 1. Language .............................................................................................................................9   10.Documents Comprising the Proposal...................................................................................9 |
| * 1. Only One Proposal .................................................................................................................10 |
| * 1. Proposal Validity ....................................................................................................................10   13.Clarification and Amendment of RFP ......................................................................................11 |
| 14.Preparation of Proposals Specific Considerations ..........................................................................12 |
| 15.Technical Proposal Format and Content .........................................................................................12 |
| 16.Financial Proposal ..........................................................................................................................13 |
| 1. Submission, Opening and Evaluation ......................................................................................13 |
| * 1. Submission, Sealing, and Marking of Proposals ................................................................13 |
| * 1. Confidentiality ...................................................................................................................15 |
| * 1. Opening of Technical Proposals .........................................................................................15 |
| 20.Proposals Evaluation ......................................................................................................................16 |
| 21.Evaluation of Technical Proposals.................................................................................................16 |
| 22.Financial Proposals for QBS .........................................................................................................16 |
| * 1. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods) ...............17 |
| * 1. Correction of Errors ........................................................................................................18 |
| * 1. Taxes ...............................................................................................................................19 |
| * 1. Conversion to Single Currency .......................................................................................19 |
| * 1. Combined Quality and Cost Evaluation ......................................................................... 19 |
| 1. Negotiations and Award...........................................................................................................20 |
| 28.Negotiations .................................................................................................................................. 20 |
| 29.Conclusion of Negotiations............................................................................................................ 21 |
| * + 1. Standstill Period ....................................................................................................... 21 |
| * + 1. Notification of Intention to Award .......................................................................... 21 |
| * + 1. Notification of Award ............................................................................................. 22 |
| * + 1. Debriefing by the Client........................................................................................... 23 |
| * + 1. Signing of Contract ................................................................................................. 24 |
| * + 1. Procurement Related Complaint ............................................................................. 24 |
| 1. Data Sheet ...............................................................................................................................25 |
| Section 3. Technical Proposal – Standard Forms ..............................................................................32 |
| 1. Form TECH-1.................................................................................................................................33 |
| 2.Form TECH-2 ................................................................................................................................. 35 |
| 3.Form TECH-3 ................................................................................................................................. 37 |
| 4.Form TECH-4 ................................................................................................................................ 38 |
| 5.Form TECH-5 ................................................................................................................................. 43 |
| 6.Form TECH-6 ................................................................................................................................ 45 |
| 7. Form TECH-7 ................................................................................................................................48 |
| Section 4. Financial Proposal - Standard Form ..................................................................................53 |
| Section 5. Eligible Countries ..............................................................................................................56 |
| Section 6. Fraud and Corruption ........................................................................................................57 |
| Section 7. Terms of Reference ............................................................................................................59 |
| Preface.................................................................................................................................................69 |
| I.Form of Contract ..............................................................................................................................71 |
| II.General Conditions of Contract .....................................................................................................73 |
| 1. GENERAL PROVISIONS ..............................................................................................................73 |
| 2.Relationship between the Parties ....................................................................................................74 |
| 3.Law Governing Contract..................................................................................................................74 |
| 4.Language .........................................................................................................................................74  5.Headings ..........................................................................................................................................75  6.Communications .............................................................................................................................75 |
| 7.Location ..........................................................................................................................................75  8.Authority of Member in Charge .....................................................................................................75 |
| 9.Authorized Representatives ...........................................................................................................75 |
| 10.Fraud and Corruption ...................................................................................................................75 |
| 1. COMMENCEMENT,COMPLETION,MODIFICATION AND TERMINATION OF CONTRACT ..............76 |
| * 1. Effectiveness of Contract ........................................................................................................76 |
| * 1. Termination of Contract for Failure to Become Effective ......................................................76 |
| * 1. Commencement of Services ...................................................................................................76 |
| * 1. Expiration of Contract.............................................................................................................76 |
| 15.Entire Agreement ....................................................................................................................76 |
| * 1. Modifications or Variations ....................................................................................................76 |
| * 1. Force Majeure .........................................................................................................................76 |
| * 1. Suspension ..............................................................................................................................78 |
| * 1. Termination .............................................................................................................................78 |
| 1. OBLIGATIONS OF THE CONSULTANT .........................................................................................80 |
| * 1. General ....................................................................................................................................80 |
| * 1. Conflict of Interest ..................................................................................................................81 |
| * 1. Confidentiality ........................................................................................................................82 |
| * 1. Liability of the Consultant ......................................................................................................82 |
| * 1. Insurance to be taken out by the Consultant ....................................................................82 |
| * 1. Accounting, Inspection and Auditing ..............................................................................82 |
| * 1. Reporting Obligations .....................................................................................................83 |
| * 1. Proprietary Rights of the Client in Reports and Records ................................................83 |
| * 1. Equipment, Vehicles and Materials ................................................................................83 |
| 1. CONSULTANT’S EXPERTS AND SUB-CONSULTANTS ...............................................................84 |
| * 1. Description of Key Experts ............................................................................................84 |
| * 1. Replacement of Key Experts ..........................................................................................84 |
| * 1. Removal of Experts or Sub-consultants .........................................................................84 |
| 1. OBLIGATIONS OF THE CLIENT ................................................................................................84 |
| * 1. Assistance and Exemptions.............................................................................................84 |
| * 1. Access to Project Site.....................................................................................................85 |
| * 1. Change in the Applicable Law Related to Taxes and Duties ........................................86 |
| * 1. Services, Facilities and Property of the Client ..............................................................86 |
| * 1. Counterpart Personnel ...................................................................................................86 |
| * 1. Payment Obligation ......................................................................................................86 |
| 1. PAYMENTS TO THE CONSULTANT .........................................................................................86 |
| 38.Contract Price.............................................................................................................................86 |
| 39.Taxes and Duties .......................................................................................................................86 |
| * 1. Currency of Payment ....................................................................................................87 |
| * 1. Mode of Billing and Payment .......................................................................................87 |
| * 1. Interest on Delayed Payments ......................................................................................88 |
| 1. FAIRNESS AND GOOD FAITH ................................................................................................88 |
| 43.Good Faith ................................................................................................................................88 |
| 1. SETTLEMENT OF DISPUTES ...................................................................................................88 |
| * 1. Amicable Settlement .....................................................................................................88 |
| * 1. Dispute Resolution .......................................................................................................88 |
| 1. Special Conditions of Contract ....................................................................................90 |
| 1. Appendices ...................................................................................................................95 |
| Appendix A – Terms of Reference ................................................................................................95 |
| Appendix B - Key Experts .............................................................................................................95 |
| Appendix C – Contract Price .......................................................................................................95 |
| PART III ........................................................................................................................................96 |
| Section 9. Notification of Intention to Award and Beneficial Ownership Forms..........................96 |
| Notification of Intention to Award ................................................................................................97 |

# PART I

# 

# Section 1. Request for Proposal Letter

**Request for Proposal Letter**

**Name of Assignment:** *Delivering Vocational Training and Employment Services for Targeted Youths under General Training (Voucher-based Short-term Level – 1; 4thRound*

Date: January 13, 2021

To,

All the Eligible TESPs

(Notice is published in Gorakhapatra daily on Poush 29, 2077 and the name of eligible TESPs are published in EVENT – II website www.event.gov.np)

Dear Mr. /Ms.:

1. The Government of Nepal (GON) (hereinafter called “Borrower”) has received from the International Development Association (IDA) in the form of acredit (hereinafter called “credit”) towards the cost of Enhanced Vocational Education and Training Project- Second (EVENT-II). EVENT-II*,* an implementing agency of the Client, intends to apply a portion of the proceeds of this credit to eligible payments under the contract for which this Request for Proposals is issued.

The Client now invites proposals to provide the following consulting services (hereinafter called “Services”) for selection of Training and Employment Service Provider (TESP) Consulting Firms for delivering Voucher-based Short-Term Training (RBST –1, 4th Round). More details on the Services are provided in the Terms of Reference (Section 7).

1. This proposal has been addressed to the eligible TESPs as published in the EVENT website event.gov.np as notified on Gorakhapatra dated 2077 Poush 29.
2. It is not permissible to transfer this proposal document to any other firm. The Proposal Document includes the following documents:

Section 1 – Request for Proposals Letter

Section 2 - Instructions to Consultants and Data Sheet

Section 3 - Technical Proposal FTP - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 – Eligible Countries

Section 6 – Fraud and Corruption

Section 7 - Terms of Reference

Section 8 - Standard Forms of Contract

1. Details on the proposal submission date, time and address are provided in ITC 17.7 and ITC 17.9.

Yours sincerely,

*EVENT – II, Project Secretariat Office*

*Mr. Chandra Kanta Bhusal, Project Director*

*Phone: +977-01-4784311*

*Email: info@event.gov.np***Section 2. Instructions to Eligible TESPs and Data Sheet**

# A. General Provisions

|  |  |  |  |
| --- | --- | --- | --- |
| Definitions | | 1. “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant. 2. “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time. 3. “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA). 4. “Borrower” means the Government, Government agency or other entity that signs the *[loan/financing/grant[[1]](#footnote-1)]*agreement with the Bank. 5. “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant. 6. “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract. 7. “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices). 8. “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC. 9. “Day” means a calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays. 10. “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s). 11. “Government” means the government of the Client’s country. 12. “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt; 13. “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalfof any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract. 14. “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal. 15. “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that providestheshortlisted Consultants with all information needed to prepare their Proposals. 16. “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually. 17. “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant. 18. “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP. 19. “SPD - RFP” means the Standard Proposal Document -Request for Proposals, which must be used by the Client as thebasis for the preparation of the RFP. 20. “Services” means the work to be performed by the Consultant pursuant to the Contract. 21. “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsibleto the Client during the whole performance of the Contract. 22. “Terms of Reference (TORs)” (this Section 7 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment. 23. “ESHS” means environmental, social (including sexual exploitation and abuse (SEA) and gender-based violence (GBV)), health and safety. | |
| Introduction | | * 1. The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the **Data Sheet**.   2. The eligible TESPs are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.   3. The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals ,including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.   4. The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the **Data Sheet**. | |
| Conflict of Interest | | * 1. The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client’s interest paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.   2. The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.      1. Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below: | |
| **a. Conflicting Activities** | | (i) Conflict between consulting activities and procurement of goods, works or non-consulting services:a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation. | |
| **b. Conflicting Assignments** | | (ii) Conflict among consulting assignments:a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client. | |
| **c. Conflicting Relationships** | | (iii) Relationship with the Client’s staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank’s financing)who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract. | |
| Unfair Competitive Advantage | | * 1. Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants. | |
| Fraud and Corruption | | * 1. The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Section 6.   2. In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any short-listing process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. | |
| Eligibility | | * 1. The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects.   2. Furthermore, it is the Consultant’s responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the applicable Procurement Regulations.   3. As an exception to the foregoing ITC 6.1 and ITC 6.2 above: | |
| **a. Sanctions** | | * + 1. A Consultant that has been sanctioned by the Bank, pursuant to the Bank’s Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework as described in Section VI, Fraud and Corruption, paragraph 2.2 d. shall be ineligible to be shortlisted for, submit proposals for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified **in the PDS**. | |
| **b. Prohibitions** | | * + 1. Firms and individuals of a country or goods manufactured in a country may be ineligible ifso indicated in Section 5 (Eligible Countries) and:   (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or  (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country. | |
| **c. Restrictions for State-Owned Enterprises** | | * + 1. State-owned enterprises or institutions in the Borrower’s country may be eligibleto compete and be awarded a contract only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client. | |
| **d. Restrictions for Public Employees** | | * + 1. Government officials and civil servants of the Borrower’s country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant’s Proposal unless:   (i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and  (ii) Their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower. | |
| **e. Borrower Debarment** | | * + 1. A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower’s request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process. | |
| B. Preparation of Proposals | | | |
| General Considerations | | * 1. In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal. | |
| Cost of Preparation of Proposal | | * 1. The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant. | |
| Language | | * 1. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client shall be written in the language(s) specified in the **Data Sheet**. | |
| Documents Comprising the Proposal | | * 1. The Proposal shall comprise the documents and forms listed in the **Data Sheet**.   2. If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country’s laws against fraud and corruption (including bribery).   3. The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4). | |
| Only One Proposal | | * 1. The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including anyJoint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, precludea Sub-consultant, or the Consultant’s staff from participating as Key Experts and Non-Key Expertsin more than one Proposal when circumstances justify and if stated in the **Data Sheet**. | |
| Proposal Validity | | * 1. **The Data Sheet** indicates the period during which the Consultant’s Proposal must remain valid after the Proposal submission deadline.   2. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.   3. If it is established that any Key Expert nominated in the Consultant’s Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, andmay be subject to sanctions in accordance with ITC 5. | |
| **a. Extension of Validity Period** | | * 1. The Client will make its best effort to complete the negotiations and award the contract within the proposal’s validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals’ validity.   2. If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.   3. The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated. | |
| **b. Substitution of Key Experts at Validity Extension** | | * 1. If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.   2. If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Bank’s no objection. | |
| **c. Sub-Contracting** | | * 1. The Consultant shall not subcontract the whole of the Services. | |
| Clarification and Amendment of RFP | | * 1. The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals’ submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client’s address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:      1. At any time before the proposal submissiondeadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.      2. If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.   2. The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modificationsto the Technical or Financial Proposal shall be accepted after the deadline. | |
| Preparation of Proposals Specific Considerations | | * 1. While preparing the Proposal, the Consultant must give particular attention to the following:      1. If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or asSub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.      2. The Clientmayindicate in the **Data Sheet** the estimated Key Experts’ time input (expressed in person-month) or the Client’s estimated total cost of the assignment, but not bothThisestimate is indicative and the Proposal shall be based on the Consultant’s own estimates for the same.      3. If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.      4. For assignments under the Fixed-Budget selection method, the estimated Key Experts’ time input is not disclosed. Total available budget,with an indication whether it is inclusive or exclusive of taxes,is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget. | |
| Technical Proposal Format and Content | | * 1. The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the **Data Sheet.** The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.   15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.   * 1. Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP. |
| Financial Proposal | | * 1. The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP.It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b)reimbursable expenses indicated in the **Data Sheet**. | |
| **a. Price Adjustment** | | * 1. For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if sostated in the **Data Sheet**. | |
| **b. Taxes** | | * 1. The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client’s country is provided in the **Data Sheet**. | |
| **c. Currency of Proposal** | | * 1. The Consultant may express the price for itsServices in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency. | |
| **d. Currency of Payment** | | * 1. Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal. | |
| C. Submission, Opening and Evaluation | | | |
| Submission, Sealing, and Marking of Proposals | * 1. The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as “CONFIDENTIAL” information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.   2. An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.      1. A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member’s authorized representative.   3. Anymodifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.   4. The signed Proposal shall be marked “Original”, and its copies marked “Copy” as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.   5. The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked “**Technical Proposal**”, “[Name of the Assignment]“, [reference number], [name and address of the Consultant], and with a warning “**Do Not Openuntil[insert the date and the time of the Technical Proposal submission deadline]**.”   6. Similarly, the original Financial Proposal (if required for the applicable selection method) and its copies shall be placed inside of a separate sealed envelope clearly marked “**Financial Proposal**” “[Name of the Assignment]”, [reference number], [name and address of the Consultant], and with a warning “**Do Not Open With The Technical Proposal**.”   7. The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the Consultant’s name and the address, and shall be clearly marked “Do Not Open Before [insert the time and date of the submission deadline indicated in the **Data Sheet**]”.   8. If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.   9. The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened. | | |
| Confidentiality | * 1. From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.   2. Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank’s sanctions procedures.   3. Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it shall do so only in writing. | | |
| Opening of Technical Proposals | * 1. The Client’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants’ authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with ITC 23.   2. At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**. | | |
| Proposals Evaluation | * 1. Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its “no objection”, if applicable.   2. The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals. | | |
| Evaluation of Technical Proposals | * 1. The Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFPor if it fails to achieve the minimum technical score indicated in the **Data Sheet**. | | |
| Financial Proposals for QBS | 22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.  22.2If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client’s evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed. | | |
| Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods) | * 1. After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:   (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;  (ii) provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion;  (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and  (iv) Notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.   * 1. The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:  1. their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score; 2. provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion; 3. their Financial Proposal will be opened at the public opening of Financial Proposals; and 4. notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.    1. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening and shall be no less than seven (7) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2.    2. The Consultant’s attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant’s choice.    3. The Financial Proposals shall be openedpubliclyby the Client’s evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client’s website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank. | | |
| Correction of Errors | 24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal. | | |
| **a. Time-Based Contracts** | 24.1.1 If a Time-Based contract form is included in the RFP, the Client’s evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client’s evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost. | | |
| **b. Lump-Sum Contracts** | 24.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail. | | |
| Taxes | 25.1 The Client’s evaluation of the Consultant’s Financial Proposal shall exclude taxes and duties in the Client’s country in accordance with the instructions in the **Data Sheet**. | | |
| Conversion to Single Currency | * 1. For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**. | | |
| Combined Quality and Cost Evaluation |  | | |
| * 1. **Quality and Cost-Based Selection (QCBS)** | * 1. In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations. | | |
| **b. Fixed-Budget Selection(FBS)** | * 1. In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the **Data Sheet** shall be rejected.   2. The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract. | | |
| **c. Least-Cost Selection** | * 1. In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score, and invite such a Consultant to negotiate the Contract. | | |
| D. Negotiations and Award | | | |
| Negotiations | * 1. The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant’s representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.   2. The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant’s authorized representative. | | |
| **a. Availability of Key Experts** | * 1. The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts’ availability may result in the rejection of the Consultant’s Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.   2. Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate. | | |
| **b. Technical Negotiations** | * 1. The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client’s inputs, the special conditions of the Contract,andfinalizingthe“Description of Services” part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected. | | |
| **c. Financial Negotiations** | * 1. The negotiations include the clarification of the Consultant’s tax liability in the Client’s country and how it should be reflected in the Contract.   2. If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.   3. In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts’ remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank.The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates’ structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates. | | |
| Conclusion of Negotiations | * 1. The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant’s authorized representative.   2. If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Bank’s noobjection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations. | | |
| Standstill Period | * 1. The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITC33.The Standstill Period commences the day after the date the Client has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply. | | |
| Notification of Intention to Award | * 1. The Clientshall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:      1. the name and address of the Consultant with whom the client successfully negotiated a contract;      2. the contract price of the successful Proposal;      3. the names of all Consultants included in the short list, indicating those that submitted Proposals;      4. where the selection method requires, the price offered by each Consultant as read out and as evaluated;      5. the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;      6. the final combined scores and the final ranking of the Consultants;      7. a statement of the reason(s) why the recipient’s Proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;      8. the expiry date of the Standstill Period; and      9. instructions on how to request a debriefing and/or submit a complaint during the Standstill Period. | | |
| Notification of Award | * 1. Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Client shall,send a notification of award to the successful Consultant, confirming the Client’s intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. If specified in the **Data Sheet**, the client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.   Contract Award Notice  Within ten (10) Business Days from the date of notification of award such request, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information:   1. name and address of the Client; 2. name and reference number of the contract being awarded, and the selection method used; 3. names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated; 4. names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor; 5. the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and. 6. SuccessfulConsultant’sBeneficial Ownership Disclosure Form, if specified in **Data Sheet** ITC 32.1.    1. The Contract Award Notice shall be published on the Client’s website with free access if available, or in at least one newspaper of national circulation in the Client’s Country, or in the official gazette. The Client shall also publish the contract award notice in UNDB online. | | |
| Debriefing by the Client | * 1. On receipt of the Client’s Notification of Intention to Award referred to in ITC31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Client for a debriefing. The Client shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.   2. Where a request for debriefing is received within the deadline, the Client shall provide a debriefing within five (5) Business Days, unless the Client decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Client shall promptly inform, by the quickest means available, all Consultants of the extended standstill period   3. Where a request for debriefing is received by the Client later than the three (3)-Business Day deadline, the Client should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.   4. Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultants shall bear their own costs of attending such a debriefing meeting. | | |
| Signing of Contract | * 1. The Contract shall be signed prior to the expiration of the Proposal Validity Periodandpromptly after expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.   2. The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**. | | |
| Procurement Related Complaint | * 1. The procedures for making a Procurement-related Complaint are as specified in the **Data Sheet**. | | |

# E. Data Sheet

|  |  |  |
| --- | --- | --- |
| **ITC**  **Reference** | **A. General** | |
| **1 (b)** | Nepal | |
| **1 (l)** | Not Applicable (hereinafter “NA”) | |
| **2.1** | **Name of the Client: EVENT II PS**  **Method of Selection**:  TESPs passed from technical evaluation will be invited in a training and employment fair (voucher fair) to be held by EVENT-II, PS in Kathmandu valley & the TESPs bidding under the approved cost estimate shall be contracted out based upon their submitted rates and collection of vouchers from the fair. ( As per the Project Implementation Manual) | |
| **2.2** | **Financial Proposal to be submitted together with Technical Proposal**:  Yes  **The name of the assignment is**: Delivering Vocational Training and Employment Services for Targeted Youths under General Training (Voucher-based Short-term Level – 1; 4th Round) | |
| **2.3** | **A pre-proposal conference will be held**: Yes  Date of pre-proposal conference: January 20,21 and 22, 2021  Time: 10:00 AM  Address: Shall *be notified 3 days ahead through EVENT-II website***)**  Telephone: 01-4784311  E-mail: info@event.gov.np  Contact Person: Deputy Project Director Mr. Krishna Prasad Dhungana | |
| **2.4** | **The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals**: AS mentioned in Section 7: TORs | |
| **4.1** | NA | |
| **6.3.1** | **A list of debarred firms and individuals is available at the Bank’s external website***:* [www.worldbank.org/debarr](http://www.worldbank.org/debarr) | |
| **B. Preparation of Proposals** | | | |
| **9.1** | This RFP has been issued in the English language.  Proposals shall be submitted in English or Nepali language.  All correspondence shall be in English or Nepali language. | |
| **10.1** | **The Proposal shall comprise the following**:  **FULL TECHNICAL PROPOSAL (FTP):**  **1st Inner Envelope with the Technical Proposal:**   1. TECH-1 2. TECH-2 3. TECH-3 4. TECH-4 5. TECH-5 6. TECH-6 7. TECH-7, and   **2ndInner Envelope with the Financial Proposal:**   * + - * 1. FIN-1: Financial Proposal Submission Letter         2. FIN-2: Financial Proposal Form | |
| **10.2** | **Statement of Undertaking is required:** No | |
| **11.1** | **Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible:** No | |
| **12.1** | **Proposals must remain valid for** *120 days* after the proposal submission deadline. | |
| **13.1** | **Clarifications may be requested no later than** 10 (Ten) **days prior to the submission deadline.**  The contact information for requesting clarifications is email:[info@event.gov.np](mailto:info@event.gov.np) | |
| **14.1.1** | **Shortlisted Consultants may associate with**  (a) non-shortlisted consultant(s): No, Or  (b) other shortlisted Consultants: No. | |
| **14.1.2**  (do not use for Fixed Budget method) | **Estimated input of Key Experts’ time-input:** 3 person-months.  *[OR]*  **Estimated total cost of the assignment:** NA | |
| **14.1.3**  for time-based contracts only | NA | |
| **14.1.4 and 27.2**  use for Fixed Budget method | NA | |
| **15.2** | The format of the Technical Proposal to be submitted is: FTP  Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements. | |
| **16.1** | *As per FIN-2 of Financial Proposal format* |
| **16.2** | **A price adjustment provision applies to remuneration rates:** No |
| **16.3** | **Information on the Consultant’s tax obligations in the Client’s country can be found on various tax laws of Nepal.** |
| **16.4** | The Financial Proposal shall be stated in the following currencies: NPR. |
| **C. Submission, Opening and Evaluation** | | |
| **17.1** | The Consultants **shall not**have the option of submitting their Proposals electronically. |
| **17.4** | **The Consultant must submit:**  (a) **Technical Proposal:** one (1) original; and  (b) **Financial Proposal:** one (1) original. |
| **17.7 and 17.9** | **The Proposals must be submitted no later than:**  **Date:** 12 February, *2021*  **Time:** *12:00 Noon local time*    **The Proposal submission address is:** EVENT II, PS, Buddhanagar, Kathmandu, Nepal |
| **19.1** | **An online option of the opening of the Technical Proposals is offered:** No  **The opening shall take place at:** *“*same as the Proposal submission address*”*  **Date**: same as the submission deadline indicated in 17.7.  **Time:** *13:00 PM local time* |
| **19.2** | **In addition, the following information will be read aloud at the opening of the Technical Proposals:**   1. Adequately sealed or not. 2. Apparently as required or not. |
| **21.1**  (for FTP) | **If a consultant submits proposal without minimum qualification of the main trainer for any training event, the proposal for the training event shall be taken as an irresponsive and evaluation shall be done only for the remaining training events.**  Criteria and point system for the evaluation of the Full Technical Proposals:  Points  **(i) Specific Experience of the Consultant (as a firm) relevant to the Assignment: 10**  **ii) Adequacy and quality of the proposed methodology, work plan along with Environmental, Social, Health and Safety plan in responding to the Terms of Reference (ToR): 35**  **(iii) Key Experts' qualifications and competence for the Assignment 45**  (**iv**) **Transfer of knowledge (training) program** (relevance of approach and methodology): **10**  **Total points for the four criteria*:* 100**  **The minimum technical score (St) required to pass is: 60** |
| **21.1**(for STP) | NA |
|  | **Public Opening of Financial Proposals** |
| **23.4** | NA |
| **23.5** | A notice of the public opening of Financial Proposals shall be published on the Client’s website along with the evaluation result publication of the technical proposals. |
| **25.1** | For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract’s invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client’s country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant. |
| **26.1** | NA |
| **27.1**  **(QCBS only)** | NA |
|  | **D. Negotiations and Award** |
| **28.1** | **Expected date and address for contract negotiations:**  **Date**: March 30*, 2021* **Address:** EVENT – II, Buddhanagar, Kathmandu |
| **32.1** | The successful Consultant *is not required* to submit the Beneficial Ownership Disclosure Form. |
| **34.2** | **Expected date for the commencement of the Services:**  **Date**: April 12, 2021**at**: Selected Locations |
| **35.1** | The procedures for making a complaint are detailed in the World Bank “[Procurement Regulations for IPF Borrowers](http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework) (Annex III).” If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint in the following procedures, In Writing (by the quickest means available, such as by email or fax), to:  **For the attention**: Mr. Chandra Kanta Bhusal  **Title/position**: Project Director  **Client**: *EVENT -II*  In summary, a Complaint may challenge any of the following:   1. the terms of this Request for Proposal; 2. the Client’s decision to exclude a TESP from the selection process prior to the award of contract; and 3. the Client’s decision to award the contract. |

# Section 3. Technical Proposal – Standard Forms

|  |  |  |
| --- | --- | --- |
| **FORM** | **DESCRIPTION** | ***Normal Page Limit*** |
| TECH-1 | Technical Proposal Submission Form | 3 |
| TECH-2 | Consultant’s Organization and Experience |  |
| TECH-2A | A. Consultant’s Organization | 0.5 |
| TECH-2B | B. Consultant’s Experience | 1.5 |
| TECH-3 | Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client |  |
| TECH-3A | A. On the Terms of Reference | 0.5 |
| TECH-3B | B. On the Counterpart Staff and Facilities | 0.5 |
| TECH-4 | Description of the Approach, Methodology, and Work Plan for Performing the Assignment | 5 |
| TECH-5 | Work Schedule and Planning for Deliverables | 2 |
| TECH-6 If, applicable) | Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV) | 1  (Excluding CVs) |
| TECH-7 | Code of Conduct (Experts, ESHS) | 3 for each event |

###### Notes:

1. *All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.*
2. *Standard font and its size is requested to be Times New Roman 12.*
3. ***All the TECH Forms and other necessary documents should be serially maintained with an appropriate perfect boundcopy. Do not attach any unnecessary documents.***

Form TECH-1

**Technical Proposal Submission Form**

***(In Letter HEAD of the Consultant)***

To:

The Project Director,

EVENT Project-II PS,

Buddhanagar, Kathmandu

Dear Sir,

We, the undersigned, offer to provide the services for Delivering Result based Short term Training General Level I (4th Round) for Nepalese youth as follows in accordance with your Request for Proposal (RFP) dated 13 January, 2021 and our proposal.*[Select appropriate wording depending on the selection method stated in the RFP :*“We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope”].

***(Important Note: Please include only those trades/occupations, province, district, location etc. for which the firm is eligible from the EoI process.)***

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| *S. No* | *Cost Group as per ToR* | *Name of Trade/Occupation* | *Province Name* | *District* | *Venue (specify local level with ward as well)* | *No. of Events* | *Remarks* |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.

(b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, ITC 12.1.

(c) We have no conflict of interest in accordance with ITC 3.

(d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank’s policy in regard to Fraud and Corruption as per ITC 5*.*

(e) We, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Client’s country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(f) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 28.4 may lead to the termination of Contract negotiations.

(g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 34.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature (of Consultant’s authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company’s name or JV’s name):

Capacity: {insert the person’s capacity to sign for the Consultant}

Address: {insert the authorized representative’s address}

Phone/fax: {insert the authorized representative’s phone and fax number, if applicable}

Email: {insert the authorized representative’s email address}

Form TECH-2

**Consultant’s Organization and Experience**

Form TECH-2: a brief description of the Consultant’s organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant’s Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant’s role/involvement.

**A - Consultant’s Organization**

Provide here a brief description of the background and organization of your company.

**B - Consultant’s Experience**

1. List only the previous similar training assignments with 390 hours/equivalent to level – 1 as per CTEVT curricula successfully completed in the last 3 years - FY 2074/75 to 2076/77.
2. The records of training participants along with the record of participation and result in skill test from NSTBshouldbe attached.
3. The training participants and their skill test from the programs conducted under EVENT project shall be valid.
4. The training programs/ training participants/skill test etc. other than the above (S. No. 1 to 3) are not taken into consideration.

| **Duration**  **From Month/Year to Month/Year** | **Assignment name/& brief description of main deliverables/outputs** | **Name of Client** |
| --- | --- | --- |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

Form TECH-3

**Comments and Suggestions on the Terms of Reference, Counterpart Staff, and Facilities to be Provided by the Client**

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

**A - On the Terms of Reference**

{Improvements to the Terms of Reference, if any. Put point-wise.}

**B - On Counterpart Staff and Facilities**

{Comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, data, background reports, etc., if any. Put point-wise}

Form TECH-4

**Description of Approach, Methodology, and Work Plan in Responding to the Terms of Reference**

***Note: Include adequate evidences for your claims under this chapter.***

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

1. Technical Approach and Methodology
2. Work Plan
3. Organization and Staffing}

a) ***Technical Approach and Methodology.*** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks including the Environmental, Social (including sexual exploitation and abuse (SEA) and gender-based violence (GBV)), Health and Safety (ESHS) aspects] to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

b) ***Work Plan.*** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

c) ***Organization and Staffing.*** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

***Template for Approach and Methodology***

1. **Problem Statement***[a brief statement of market situation/ problem and justification with clear size gap of the demand and supply in each of the occupational sectors, Sector-wise problem statement is expected separately.]*
2. **Market Demand and Employment Analysis**

**2.1 Field Information Summary (separately for each occupation on which proposal is submitted)**

*[Supply and demand of skilled human resources at present at local level, gap assessment of study (in number), (please analyze the gap of the last 3 fiscal years- 2074/75 to 2076/77 of each trade/occupation. Briefly describe how the assessment was done, provide the evidence of such assessment and details of tabulation and analysis in Annex 3].*

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **SN** | **Occupation/ Trade** | **District** | **Particular** | **FY**  **2074/75** | **FY**  **2075/76** | **FY**  **2076/77** |
|  |  |  | Demand |  |  |  |
| Supply |  |  |  |
| Gap |  |  |  |
|  |  |  | Demand |  |  |  |
| Supply |  |  |  |
| Gap |  |  |  |
|  |  |  | Demand |  |  |  |
| Supply |  |  |  |
| Gap |  |  |  |

Note: If the assessment is made for the same occupation/trade in more than one location, the information should be filled up by adding necessary rows.

**2.2 Proposednumber of trainees for each occupation/trade**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S. No.** | **Occupation/Trade** | **Location** | **District** | **Number of trainees** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**2.3 Informationon potential employment**

| **Types of employment** | **Enterprise** | **Salary** | **Self-**  **employment** | **Sub-contract** | **Wage** | **Overseas** | **Total** |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Number** |  |  |  |  |  |  |  |
| **Percent** |  |  |  |  |  |  | 100 % |
| **Expected monthly income in Rs.** |  |  |  |  |  |  |  |

**2.4 Name of Potential Employers with contact address**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **SN** | **Name of Employer's firm** | **Address** | **Name of Responsible Person** | **Contact Number** | **Number of people to be employed** |
| 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |
| 4 |  |  |  |  |  |
| ...... |  |  |  |  |  |

1. **SupportService Information Summary** *(Please fill the columns as appropriateand attach evidencing documents)*

|  |  |  |  |
| --- | --- | --- | --- |
| **S. No.** | **Support Services** | **How many (Number)** | **How (Procedure)** |
| 1 | Business skill training |  |  |
| 2 | Linkage with bigger/small/Cottage industries |  |  |
| 3 | Life skill training |  |  |
| 4 | Follow up support |  |  |
| 5 | Others (specify) |  |  |

1. **Suitability of Knowledge Transfer**
   1. Write a brief **mechanism** you are planning for the sustainable employment of your graduates *[maximum one page anticipated, please write to the point].*
   2. Please also mention by your experience for improvement in the gainful employment arrangement. (Not more than in a page).
   3. Please mention the no. of gainfully employed participants over the past three years after participating in skill tests conducted from NSTB.

|  |  |
| --- | --- |
| Fiscal Year | No. of gainfully employed participants |
| 2074/75 |  |
| 2075/76 |  |
| 2076/77 |  |
| Total |  |
| Annual Average |  |

**Declaration**

I hereby declare that all the information provided above is correct.

Official Seal

Signature: …………………………………………

Name:

Designation:

Date:

Form TECH-5 (FTP and STP)

**Work Schedule and planning for deliverables**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| S. No. | Activities/Deliverables | Months | | | | | | | | | | | | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 |  | n |
| 1 | Submit RMA Report |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2 | Get approval letter from EVENT for cost proposal and submit cost proposal |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3 | Sign on agreement |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 4 | Start announcement |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 5 | Venue arrangement |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 6 | Trainee selection |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 7 | Training start |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 8 | Report for first instalment |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 9 | Training completion |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 10 | Skill test conduction of trainees |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 11 | Submission of progress report for second installment |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 12 | Submission of progress report for third installment |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 13 | Submission of 6 months verification report for final payment |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 14 | Submission of final report |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

1. Duration of activities shall be indicated in a form of a bar chart.

2. Include a legend, if necessary, to help read the chart

Form TECH-6

**Team Composition, Assignment and Key Experts’ inputs**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **S. No.** | **Name/Position** | **Proposed Assignments** | | | | **Input Months** |
| **Occupation/Trade** | **Province** | **District** | **Venue (specify local level with ward as well)** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

**Form TECH-6**

**(Continued)**

**CURRICULUM VITAE (CV)**

|  |  |
| --- | --- |
| **Position Title** |  |
| **Name of Expert:** |  |
| **Date of Birth:** |  |
| **Citizenship/Residence** |  |

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

|  |  |  |  |
| --- | --- | --- | --- |
| **Period** | **Employing organization and your title/position. Contact information for references** | **Country** | **Summary of activities performed relevant to the Assignment** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**Membership in Professional Associations and Publications: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Language Skills (indicate only languages in which you can work): \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Adequacy for the Assignment:**

|  |  |
| --- | --- |
| **Detailed Tasks Assigned on Consultant’s Team of Experts:** | **Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks** |
| **{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)** |  |
|  |  |
|  |  |

**Expert’s contact information:** (e-mail…………………., phone……………)

**Certification:**

I, the undersigned, certify to the best of my knowledge and belief that:

(i) This CV correctly describes my qualification and experience

(ii) I am not a current employee of the GoN

(iii) I certify that I have been informed by the company that it is including my CV in the Proposal for this proposal. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.

(iv) I declare that I am participating in this selection process only from this Company.

{day/month/year}

Name of Expert Signature Date

{day/month/year}

Name of authorized Signature Date

Representative of the Consultant

(thesame who signs the Proposal)

**Form TECH-7**

**Code of Conduct**

**Environmental, Social, Health and Safety (ESHS)**

The Consultant shall submit the Code of Conduct that will apply to the Consultant’s Key Experts and Non-Key Experts, to ensure compliance with good Environmental,

Social, Health and Safety (ESHS) practice as may be more fully described in the Term of Reference described in Section 7

The Consultant shall submit an outline of how the Code of Conduct will be implemented.

*Note: Please fill up this form separately for each training event proposed.*

|  |  |  |  |
| --- | --- | --- | --- |
| **Environmental and Social Screening Checklist Template for Short Term Training Programs** | | | |
| **A. Basic Information** | | | |
| Training and Employment Service Provider: | | | |
| Occupation/Trade of the Training: | | | |
| Venue for Training (Location/ District): | | | |
| **B. Potential environmental issues/risks associated with training (Tick Yes or No or Not Applicable(NA). Provide justification if necessary.** | | | |
| **B.1 Physical Parameters Issues** | | | |
| a. Does the training venue have sufficient sound, ventilation and lighting system, sitting arrangement? | Yes | No | NA |
| b. Does the training venue/field visit area are vulnerable to landslides,floods or erosion? | Yes | No | NA |
| c. Does the training venue examine need for genderfriendlyinfrastructuresuch as toilets, with adequate sanitation facilities (separate toilets for male and female and disposal of Sanitary wastes)? | Yes | No | NA |
| d. Does the training provider can supply adequate potable drinking water as per standard during training periods? | Yes | No | NA |
| e. Does the institution have security/safety/emergency plans/mitigation measures in case of natural disaster (earthquake,landslides,fire hazards, floods etc.)? If yes, what are they?  i.  ii.  iii.  iv.  v. | Yes | No | NA |
| f. Does the training venue have liquid and solid waste management facilities? If yes, what are the methods of waste treatment?  i.  ii.  iii.  iv. | Yes | No | NA |
| g. Does the training provider institution have adequate plans,policies and guidelines for occupational health and safety? | Yes | No | NA |
| h. Is Personal Protective Equipment(PPE) or any other safety equipment required for this training? If yes, explain why it is required and is there adequate safety equipment for all trainees? | Yes | No | NA |
| i. Are you aware about the effects of pesticides in vegetable farming? If yes, what are those:……………………………(Applicable only to agriculture-related training)(Brief note on use of Bio-pesticides) | Yes | No | NA |
| j. Does the proposed training program/activities cause any types of air,noise,water and soil pollution? If yes fill up the EMP matrix given below. | Yes | No | NA |
| **B.2 Biological Parameters Issues** | Yes | No | NA |
| a. Does the proposed training program/activities have adverse impacts on ecosystem? If yes fill up the EMP matrix below. | Yes | No | NA |
| b. Does the proposed training/activities encourage on encroachment into common property (forest,unregistered land, lands of cultural entity, wildlife habitat etc.)? | Yes | No | NA |
| **C. Social Parameters Issues (Please provide your institution opinion on following concerns. If necessary, add attachments)** | | | |
| a. Does the training institute have any plan for gender-sensitive messaging and distribution in communications andoutreach of the proposed training program/ activities? | | | |
| b. Does the training institute have existing MIS in place or plan to develop one togenerateaccurategenderdisaggregateddata? | | | |
| c. Does the training institute plan to develop a strategy to ensure any gender equality and inclusion, including universal access (also for people with disability)? If yes, what? | | | |
| d. Does the training institute have any proactive measures to include women trainees to give them training opportunities? | | | |
| e. Does the training institute plan to conduct gender sensitive rapid marketappraisalwhereverrelevant? | | | |
| **Declaration** | | | |
| We/I, the undersigned, declare and assure that we/I will follow the following best environmental practices during training program under ENENT - II. | | | |
| * Integrated Sustainable Solid Waste Management * Adoption of Environmentally Sound Technologies (energy efficient system design, selection of less polluting technology) * Following of Health and Safety Standards in construction projects * Avoid using hazardous chemicals in construction activities(like lead free paints) * EHS orientation and job specific training to trainer and participants * Adherence with GoN Rules, Regulations, Policies and WB policies * Regular record keeping as per EMP/requirements, maintaining monitoring reports * Correction of shortcomings, periodic review meetings, assigning roles and responsibilities * No or less nuisance to the public/community * No or less impact on local natural resources * In case of impacts, proper mitigation measures should be devised to address it.   Contact Person: Institution Name:  Signature: Seal:  Date: | | | |

ESHS Management Plan

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Activity | Potential Adverse Impacts | Impact Evaluation | | | | | Mitigation Measures (MM) | Responsibility for MM |
| Nature | Magnitude | Extent | Duration | Significance |
| 1 |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |  |  |
| 5 |  |  |  |  |  |  |  |  |

***Note:***

*Nature - D= Direct; IN= Indirect*

*Extent - R= Regional, LC= Local SS= Site specific*

*Duration - LT= Long term (more than 20 years)(20) MT= Medium term (3-20 years)(10) ST= Short term (less than 3 years)(5)*

*Magnitude - H= High (60) M= Moderate(20) L= Low (10)*

*Significance - Impact up to 44; insignificance (INS) 45-74;significance(S) 75 or greater; very significance (VS)*

# Section 4. Financial Proposal - Standard Form

FIN-1 Financial Proposal Submission Form

FIN-2 Financial Proposal Form

**FORM FIN-1**

**Financial Proposal Submission Form**

{Location, Date}

To: [Name and address of Client]

Dear Sirs,

We, the undersigned, offer to provide the consulting services For Delivering Voucher-based Short term Training General Level I (4th Round) for Nepalese youth in accordance with your Request for Proposal dated January 13, 2021 and our Technical Proposal.

Our Financial Proposal is as in the FORM FIN-2.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Data Sheet, ITC 12.1.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature (of Consultant’s authorized representative) {In full and initials}:

Full Name:

Title:

Phone:

Email:

**Form FIN-**2 Summary of Costs

*Important Note:*

1. Skill test fee will be paid by EVENT Project-II additionally as per National Skill Testing Board's rate.
2. Incentive shall be paid additionally as per the TORs.
3. The financial proposal should include the participants’ refreshment/tiffin (Khaja) expenses for at least Rs. 75 per participant per business day. These expenses should be covered by the proposal you submit.
4. All other costs required in course of the VBST training shall be included in the proposal.
5. In case of conflicting price quotes; amount in words, rate and in figure amount shall be considered in priority order.

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| *S. No.* | *Cost*  *Group* | *Trade/ Occupation* | *Province* | *District* | *Location* (specify local level with ward as well) | *No. of Events proposed* | *Expected No. of Participants* | *Bid Price per Participant Rs. Excluding VAT* | | *Total Amount Rs. Excluding VAT* |
| *In Figure* | *In Words* |
| 1 |  |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |  |  |  |  |
| 5 |  |  |  |  |  |  |  |  |  |  |
| 6 |  |  |  |  |  |  |  |  |  |  |
| 7 |  |  |  |  |  |  |  |  |  |  |
| 8 |  |  |  |  |  |  |  |  |  |  |
| 9 |  |  |  |  |  |  |  |  |  |  |
| 10 |  |  |  |  |  |  |  |  |  |  |
| 11 |  |  |  |  |  |  |  |  |  |  |
| 12 |  |  |  |  |  |  |  |  |  |  |
| 13 |  |  |  |  |  |  |  |  |  |  |
| 14 |  |  |  |  |  |  |  |  |  |  |
| 15 |  |  |  |  |  |  |  |  |  |  |
| *Sub Total Amount Excluding VAT* | | | | | | | | | |  |
| *VAT @ 13%* | | | | | | | | | |  |
| Total Amount Including VAT | | | | | | | | | |  |

Office Seal Authorized Signature

Date

Section 5. Eligible Countries

**In reference to ITC6.3.2,** for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): None

Under the ITC 6.3.2 (b): None

# 

# Section 6.Fraud and Corruption

**(This Section 6, Fraud and Corruptionshall not be modified)**

1. **Purpose**
   1. The Bank’s Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.
2. **Requirements**
3. The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.
4. To this end, the Bank:
5. Defines, for the purposes of this provision, the terms set forth below as follows:
6. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
7. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
8. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
9. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
10. “obstructive practice” is:
11. deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
12. acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.
13. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
14. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis-procurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
15. Pursuant to the Bank’s Anti- Corruption Guidelines and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[[2]](#footnote-2) (ii) to be a nominated[[3]](#footnote-3) sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
16. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers),, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[[4]](#footnote-4) all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

# Section 7. Terms of Reference

**Selection of Training and Employment Service Providers (TESPs) for Delivering Voucher-based Short term Training Level I for Targeted youth**

1. Background

The Government of Nepal (GoN) has received financial assistance from International Development Association (IDA) through the World Bank to meet the costs of the Enhanced Vocational Education and Training Project-Second (EVENT-II). The aim of the project is to expand the supply of skilled and employable manpower by increasing access to quality training programs, and by strengthening technical and vocational education and training system in Nepal. As per the proposed agreement between the GoN and the World Bank, Financing Source IDA, the project implementation period embarked on (September 2017 to July 2022). The project focuses on increasing access to technical and vocational education and training (TVET) programs for the Nepalese youth (16-40 years) including women, migrants, disadvantaged, especially those who are living in remote regions, Dalits, marginalized Janajatis and people with disability, through training and other inclusive processes.

2. Objectives

The Project's Objectives are to improve equitable access to market relevant training programs and to strengthen the technical and vocational education and training (TVET) sector service delivery in Nepal.

3. Short term training program

*3.1 Introduction*

A part of the project, series of short term trainings will be provided using a results based financing modality in which payments will be done directly to training provider according to agreed outputs as envisaged in this ToR.

The project will finance the training of 115,000 youth within the age group 16 to 40 years in Council for Technical Education and Vocational Training (CTEVT) recognized short term vocational training programs. One of the key activities in the project, namely **Short term training**, has the provision of Result based short-term training in all provinces in Nepal and Voucher based short term training in Kathmandu valley to such communities proportionately to youth population with need based.

EVENT Project -II has targeted to train as in table 3.1 in F.Y. 2020/21 (2077/78):

Table 3.1 List of Short term training

|  |  |  |  |
| --- | --- | --- | --- |
| S. No. | Type of training | Target | Remarks |
| 1. | Voucher-based General Level I | 8500 |  |
|  | Total | 8500 |  |

This ToR is prepared to conduct training for the targeted youth in the fiscal year 2077/078 (2020/021) and it provides guidelines to the aspiring TESPs about the scope, work, working process deliverables etc.

*3.2 Program overview*

Following is the overview of the program of this assignment.

Table 3.2 Program overview

|  |  |
| --- | --- |
| Beneficiaries | Youth (16 to 40 years) |
| Training Hours | 390 hrs ( Additional 10 hrs for business and life skill training will be the part of the training course) |
| Practical v/s Theory | As per CTEVT curriculum |
| Attendance | Minimum 90 percent |
| Curriculum | CTEVT curriculum for short term training for Level I |
| Sectors | As listed in Annex 1 |
| Duration of training/period | 80 net working days in 3 months training duration |
| Monitoring mechanism | The TESPs will establish a reliable monitoring mechanism during the training period. It also will set a reliable monitoring mechanism in order to confirm the employment rate at predefined income levels so achieved. |
| Skill test | The TESPs shall have responsibility to conduct the skill test in the test centers as prescribed by NSTB. |

|  |  |
| --- | --- |
| The TESPs will be responsible for providing training and employment to target groups and conducting Rapid Market Appraisal (RMA) for all types of occupations/trades. |  |
| 4. *Trainee Selection*   * TESPs will * select trainees based on eligibility criteria and priority groups. * call for the application of trainees and make selection of trainees in accordance with Trainee   Selection Guideline and Rapid Market Appraisal (RMA) reports.   * register trainees in their own selected trade. |  |

* Eligibility criteria for trainees: Any interested Nepalese youth having following qualification and age limit can apply for Voucher-based short term training:
* Voucher Based General Level I
  + Potential trainees are supposed to apply online from Project website: www.event.gov.np
  + Voucher recipients will be selected by the PS based on selection criteria.
  + The PS facilitates the orientation of trainees.
  + Eligibility criteria for trainees: Any interested Nepalese youth having following qualification can apply for Voucher based short term training:
    - Education: Basic reading, writing and numeracy skills.
    - Age: Between 16 to 40 years.

Voucher issued to the selected candidates is non-redeemable.

The PS will organize a "Voucher Fair" where voucher recipients will have an opportunity to meet all selected TESPs. The voucher recipients will take the vouchers to the TESPs of their choice and enroll in the prescribed trades.

**5. Criteria for short listing TESPs**

The following criteria will be applicable for evaluating the submitted Expression of Interest (EoI) for preparing a list of qualified Training and Employment Service Providers (TESPs) to whom the Request of Proposal (RFP) will be made available at later stage. Following are eligibility criteria for short listing the firm:

***5.1 Eligibility Criteria (Mandatory****)*

All TESPs must fulfill the following eligibility criteria to be short listed.

|  |  |
| --- | --- |
| 1 | Duly Registered at office of Company Registrar |
| 2 | PAN and VAT Registration Certificate |
| 3 | Tax Clearance certificates for the last three fiscal years (2074/075 to 2076/077 or 2073/074 to 2075/76). |
| 4 | Affiliation with CTEVT for short term training including renewal. |
| 5 | Have conducted at least one training event in CTEVT certified vocational training program of minimum 390 hrs (3 months) within the F.Y. 2074/075 to 2076/2077. |
| 6 | Have minimum Average annual turnover of NRs 5 million based upon tax clearance certificate of three fiscal years 2074/075 to 2076/077 or 2073/074 to 2075/076. |
| 7 | Recommendation letters from local government. (Not Mandatory for EoI, later to be submitted with RFP) |
| 8 | Self-Declaration on Code of Ethics, Anti-Corruption Policy |
| 9 | Declaration in writing that the TESP is not disqualified and has no conflict of interest in the program and shall adhere to the Environmental, Social Health and Safety Framework of the WB. |

All the TESPs are supposed to submit the following documents with this RFP as the mandatory requirements:

|  |  |
| --- | --- |
| 1 | Duly Signed letter in the letter head of TESP mentioning the attached documents with the RFP |
| 2 | Duly Registered at Office of the Company Registrar |
| 3 | PAN and VAT Registration Certificate |
| 4 | Tax Clearance certificate of Fiscal Year 2076/077 |
| 5 | Recommendation letter of local level |
| 6 | Affiliation from CTEVT for short term training with Trades/Occupations including renewal |
| 7 | Self-Declaration on Code of Ethics, Anti-Corruption Policy |
| 8 | Declaration in writing that the TESP is not disqualified and has no conflict of interest in the program and shall adhere to the Environmental, Social, Health and Safety Framework of the WB. |

6. Training and Employment Service Providers (TESPs)

6*.1 Definition of TESP*

Training and Employment Service Provider (TESP) is a professional firm with knowledge and experience in the area of skill based vocational training. TESP will impart training program to trainees of different needs such as employment, employability and knowledge enhancement. The areas these firms focus on also include assessing the industry needs and engagement, internship for trainees during training, CTEVT certified vocational training conduction, training of trainers, mobilization of trainees and job placement etc.

6.*2 Scope of Services, Tasks and Expected Deliverables*

* The TESPs shall have the responsibility to conduct the skill tests in the test centers as prescribed by the NSTB. Each of the training event must meet the standards of CTEVT/NSTB. Trainings are planned to begin from 30 March 2021.
* The training period should be of minimum 390 hours (Additional 10 hours for business and life skill training will be the part of the training course) and 80 net training days over a period of three months according to CTEVT curriculum. The course should be CTEVT certified vocational training program of minimum 390 hrs.
* TESPs will have to use the environmental and social management framework (ESMF) checklist to screen their proposal for potential ESMF-related concerns. If any such concerns gets triggered through screening, then TESP will have to submit an Environmental Management Plan (EMP) and Vulnerable Community Development Plan (VCDP) to PS.
* Refreshment/ Khaja of Rs. 75.00 per trainee per business day during the training period should be managed by TESP.

6*.3 Batch Size, location, maximum numbers of firms and ceiling of TESP*

* The batch size of any training program will normally be of 20 trainees.
* TESPs need to conduct trainings for the chosen program at easily accessible venue to all trainees.

The training locations and the ceiling for maximum number of training and limitation to a TESP are as described in table 6.1.

Table 6.1: Limitation, type of training and maximum number of ceiling to a TESP

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Training | Location | Maximum Ceiling | | | | Remarks |
| No of training events in Group  A and subject to maximum 5 trades | No of training Events under Group B and/or C subject to Maximum 5 trades | No. of occupations/trades | Total No of training Events | Limitations of a TESPs. |
| VBST General Level I | Within the Kathmandu valley | 15 | 15 | 5 | 15 | For Group A, 15 events can be conducted in any one of trade limiting to maximum 5 trades/occupations.  For Group B or C, maximum 5 trades in any group and maximum 5 events in a trade can be conducted.  After technical evaluation of submitted RFP, eligible Firms will be qualified for financial evaluation and then only selected firms are allowed to participate in a "Voucher Fair" proceed further for contract negotiation. |

* Note 1: Classification of Occupations based upon Estimated Cost is listed in Annex 1 of this TOR. Any trade/occupation not listed in Annex 1 shall be classified in an appropriate group as solely determined by EVENT Project-II PS.
* Note 2: If the RFP submitted by a TESP are beyond the maximum allowed limit, EVENT Project-II PS shall solely determine to bring into the prescribed limit.
* Note 3: For VBST type training, RMA report will also determine the maximum number of training events that the TESPs are allowed to allocate for.

*6.4 Staff details*

Following are the tables for key experts and support staffs necessary to conduct a training event.

Table 6.2Key experts and support staffs for a training event

|  |  |  |
| --- | --- | --- |
| **S. No.** | **Key Experts** | **Minimum Qualification** |
| 1. | Main Trainer | Short Term Training Level-II/TSLC with ToT (General/Instructor/Occupational) from TITI in the relevant occupation/subject.  In the trades/occupations like Thanka art, Barber, Mithila art etc, if no Level-II is available in academic program, Level-I with ToT (General/Instructor/Occupational) from TITI and one year experience will be taken as minimum qualification. |
| 2. | Co-trainer | Short Term Training Level-I or TSLC in the relevant occupation/subject. |
| **Support Staff** | | |
| 3. | Training  Coordinator | +2 or equivalent |
| 4. | Data-base Expert | +2 or equivalent with minimum 3 months’ computer training from recognized institution if no academic course is included in the minimum qualification |
| 5. | Monitoring Officer | +2 or equivalent |
| 6. | Placement and Counselling Expert | +2 or equivalent |

6.5 Incentives, benefits to TESPs

6.5.1 Introduction

EVENT Project– II targets specific groups of youth to facilitate in the training and employment opportunities. The training program plans to achieve maximum number of training graduates gainfully employed. The graduates must be employed for at least six months with a minimum aggregate/monthly income as follows in table 6.3.

Table 6.3 Minimum Monthly and aggregate income of graduates required for benefits to TESP

|  |  |  |  |
| --- | --- | --- | --- |
| **Level** | **Employment Source** | **Monthly Income NRs.** | **Total Income over the 6 months’ period** |
| I | Nepal | 9,700 | 58,200 |
| India | 15,500 | 93,000 |
| Abroad | 25,000 | 150,000 |

However, benefits shall not be allowed if minimum 50% of the trainees are not gainfully employed. The benefits shall be proportionately increased in the ratio of gainful employment of the trainees. The verification of the employment status of the trainees will be done twice at every three and six months after the training completion.

In order to encourage the TESPs and to target beneficiaries from priority groups, some measures of incentive as in table 6.4 are also provisioned.

Table 6.4 Target priority groups for Result Based short term training with Incentive provision

|  |  |  |
| --- | --- | --- |
| **Target Category** | **Target Groups** | **Incentive provision** |
| A | Poor Dalit men and women; Special groups: widows, men and women with disabilities; endangered groups,1 Highly marginalized groups,2 ex-Kamaiyas, Kamlaries and Haliyas. | 100% of the training cost |
| B | Poor women from all castes (except Dalits); marginalized groups3 and other janajatis4; Muslims; poor men from disadvantaged districts (10 lowest HDI districts5); Poor men from Madhesi groups. | 80% of the training cost |
| C | Other poor men. | 60% of the training cost |

*1Kisan, Kushbadia, Kusunda, Meche, Raute, Raji, Lepche, Bankariya, Surel, and Hayu2Chepang, Jhangad, Thami, Thudam, Dhanuk, Danuwar, Baramo, Bote, Majhi, Lhomi, Satar, Santhal and Siyar3Sunuwar, tharu, tamang, Bhujel, Kumal, rajbanshi, Gangai, Dhimal, Bhote, Darai, tajpuria, Pahari, topkegola, Dolpo, Fri, mugal, larke, lhopa, Dura, and Wallung4Gurung, Magar, Rai, Limbu, Chhairotan, Tangbe, TingaunleThakali, Bara Gaunle, MarphaliThakali, Sherpa, Yakkha, Chhantyal, Jirel, Hyolmo, Byansi, Thakali, and Newa 5Mugu, Bajura, Kalikot, Bajang, Jajarkot, Accham, Humla, Rolpa, Mahottari and Rautahat.*

*6.6 Expected Deliverables* *and Time Schedule*

The selected TESPs shall conduct trainings as per agreed time schedule, conditions and approved CTEVT curriculum.

The TESP shall submit a comprehensive report about the service provided by it including thefulfillment of the training objectives like skill tests, gainful employment along with verifying evidences etc.

Following should be the major deliverables from TESPs to PS which will be linked to payment schedule.

D1. Registration, start of training with enrollment of trainees and inception report submission to PS's Training Management Information System (TMIS) by TESPs which will be verified by JMT. This part of job has to be completed within one month of commencement of the contract.

D2. Training completion report including trainee's attendance and skill test appearing trainees’ records should be submitted by TESPs through PS's Training Management Information System (TMIS). The training and training completion report have to be completed within 6 months of commencement of the contract.

D3. Submission of first 3 months’ graduate employment verification report by TESPs to the PS through TMIS with evidence. The job placement of trainees and employment verification report have to be completed within 9.5 months of commencement of contract.

D4. Submission of next 3 months’ i.e. 6 months’ graduate employment verification report (final report) by TESPs to the PS through TMIS with evidence. The job placement of trainees, employment verification and final training report have to be completed within 13 months of commencement of contract.

7. Role of Event Project-II PS

The PS will ensure that all activities under the Result based short term training is in compliance with the Environmental & Social Management Framework (ESMF). Besides these other roles of the PS will be as follows:

* provide necessary and relevant information to TESPs and trainees.
* conduct nationwide publicity campaign through different media for VBST trainings.

8. Financial Aspects

8.1 Performance Based Payment System

Payment for skills training and employment services are outcome based. The "outcome" price includes direct training cost, placement and follow up costs and incentives. The final amount of reimbursement to a training provider will depend on final results delivered.

Payment will be made to TESPs in four installments as written below in accordance of respective deliverables as described above in clause 6.7.

1. First installment: 10 % of the total outcome price based on total number of trainees and target priority groups (Table 6.4) and/or as verified by JMT in proportionate is paid to the training provider after beginning of training, upon submission of necessary information on individual enrolled trainees through the PS's Training Management Information System (TMIS). The JMT will verify the outcomes claimed made by the TESP.

2. Second installment: 40 % of the total outcome price based on total number of trainees appearing at skill test and target priority groups (Table 6.4) and/or as verified by JMT in proportionate is paid to training provider after submission of training completion report (including trainee's attendance and skill test appearing trainees’ records) by the TESP to the PS through the TMIS. The JMT will verify the outcomes claim made by the TESP.

3. Third installment: 25 % of the outcome price based on the trainees list provided by TESP and target priority groups (Table 6.4) is paid after submission of three months’ graduates employment and income verification report by the TESP to the PS through TMIS.

The JMT will on a sample basis, verify the outcome claim made by the TESP.

The gainful employment should be minimum 50 % of the number of trainees claimed by TESP to receive the employment benefit.

If the gainful employment as claimed by TESP is less than 50 %, the firm is not eligible for the benefit immediately but can get the payment after six months' gainful employment and average income verification made by the JMT, is found 50 % minimum.

The report of three months' income verification will be kept for future track record as a proof to claim the employment benefit later.

4. Fourth installment: 25 % of the outcome price based on the trainees list provided by TESP and target priority groups (Table 6.4) is paid after submission of six months’ graduates employment and income verification report by the TESP to the PS through TMIS. The JMT will on a sample basis, verify the outcomes claim made by the TESP.

The gainful employment should be minimum 50 % of the number of trainees claimed by TESP. If verified number is less than 50 % of claimed number, the firm is not eligible for the benefit.

The TESP submits the required information to the PS as part of the requirement for voucher redemption. The TESPs will be paid in four installments as stated in table 8.1 of this ToR . The JMT will verify the information provided by the TESP before vouchers can be redeemed. The voucher will be designed by the PS. Validity (time limitation) of vouchers will be mentioned in issued vouchers and expired vouchers cannot be used without renewal in the PS. The procedure of renewal will be mentioned in the voucher-based training guidelines.

Table 8.1 Voucher Type and Schedule of Installments

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Instalment | Type of | Value of voucher | | When voucher can | | | Documents to | be |
|  | voucher |  |  | be redeemed | |  | submitted |  |
|  |  |  |  |  | |  |  |  |
| 1st | V1 | 10% of the total |  | Registration | | and | Registration |  |
|  |  | training cost |  | start of training | |  | records, evidence | |
|  |  |  |  |  |  |  | for start of training | |
|  |  |  |  |  | |  |  | |
| 2nd | V2 | 40% of the total |  | Completion | | of | Training completion | |
|  |  | training cost |  |  | training and appearing at skill | | report, registration and appearing in skill test |  |
|  |  |  |  | testing. |  |  |  |  |
|  |  |  |  |  | |  |  |  |
| 3rd | V3 | 25% of the total |  | Job placement | | of | Evidence | of |
|  |  | training cost |  | trainees | for | 3 | employment |  |
|  |  |  |  | months |  |  |  |  |
|  |  |  |  |  | |  |  |  |
| 4th | V4 | 25% of the total |  | Job placement | | of | Evidence | of |
|  |  | training cost |  | trainees for next 3 | | | employment |  |
|  |  |  |  | months |  |  |  |  |
|  |  |  |  |  |  |  |  |  |

The trainee will submit the whole package of vouchers (V1, V2, V3 and V4) to the TESP at the time of registration. However, the TESP will claim money in four installments as mentioned in the above table. Unused vouchers because of trainees dropping out or being unable to place a trainee in a job will not be paid. Those vouchers will be deposited back to the PS by the training provider. Each payment will be made based on the verification from the JMT. Vouchers are not transferable to anyone.

9. Environmental and Social Safeguards

The project is expected to generate positive social impacts through its efforts to improve access to TEVT programs for disadvantaged groups through targeting and more inclusive process. The project will have special attention to lagging regions, poor youths, women and those belonging to Dalits, disadvantaged Janajatis and other marginalized communities.

In order to prevent any sort of discrimination in the society and to ensure proper amount of scope for inclusion, provision of incentives to TESPs are incorporated.

For environmental and social screening, a checklist will be prepared by the project and for each training, it is requirement of this assignment which should be submitted while submitting the RFP.

In order to safeguard the trainees with the danger of COVID-19 and other such type of infection in future while conducting trainings, the TESP is required to follow the safety measures and guidelines prepared by the PS.

10. Monitoring, Verification and Evaluation

Regular monitoring and reporting will be the responsibility of TESPs. Joint Monitoring Team (JMT) will provide external monitoring throughout the training cycle. The field monitoring of the results-based short-term training program, by the JMT, will be carried out in the steps and frequency as determined by the monitoring guidelines.

11. Self-Declaration and Code of Ethics

The self-declaration and commitments letter as per following table shall be signed by an authorized person of the firm and shall be stamped by the company’s seal.

|  |  |
| --- | --- |
| 1 | Declaration of Understanding of ToR |
| 2 | Declaration of non-conflict of interest |
| 3 | Declaration of not included in suspension or sanction list |
| 4 | Commitments for Code of Ethics and for Adherence to Anti-Corruption Policy |

|  |  |
| --- | --- |
|  |  |
|  |  |

**Annex 1:**

Classification of Occupations based upon Estimated Cost

**Trades for Results based Short-term Training Courses Level-I**

|  |  |  |  |
| --- | --- | --- | --- |
| **S. No.** | **Group ‘A’** | **Group ‘B’** | **Group ‘C’** |
| 1 | Aluminum Fabricator | Building Electrician | Care Giver |
| 2 | Industrial Electrician | Junior Computer Hardware Technician | Off-season Vegetable Producer |
| 3 | Arc Welder | Color TV Receiver Technician | Community Agriculture Assistant |
| 4 | Auto Mechanic | Mobile Repair Technician | Mushroom Grower |
| 5 | Junior Plumber | Dress Maker | House Keeping/ Cleaner |
| 6 | Furniture Maker | Assistant Carpenter | Security Guard |
| 7 | Tile/Marble Fitter | Electrical Motor Repairer | Receptionist |
| 8 | Construction Carpenter | Tailoring | Wood Carver |
| 9 | Motorcycle Service Mechanic | Solar Electric Technician | Sweets and Snacks Maker |
| 10 | Refrigeration and Air-condition Junior Mechanic | Early Childhood Development Facilitator | Hand Embroidery |
| 11 |  | Dhaka Weaver | FM Studio Technician |
| 12 |  | Carpet Weaver | Assistant Waiter |
| 13 |  | Small Hotel and Lodge Management | Plasterer |
| 14 |  | Junior Poultry Technician | Village Animal Health Worker |
| 15 |  | Assistant Beautician | Community Livestock Assistant |
| 16 |  | Fashion Designer | Assistant Library |
| 17 |  | Electrical Appliances Repairer | Herbal Farm Worker |
| 18 |  | Bricklayer Mason | Tharu Handicraft |
| 19 |  | Stone Layer Mason |  |
| 20 |  | Shoe Maker |  |
| 21 |  | Mason |  |
| 22 |  | Building Painter |  |
| 23 |  | Construction Worker |  |
| 24 |  | Dental Chairside Assistant |  |
| 25 |  | Bar Tender |  |
| 26 |  | Telecom Technician |  |
| 27 |  | TV & Radio Repair Technician |  |
| 28 |  | Thanka (Paubha) Art |  |
| 29 |  | Chinese Cook |  |
| 30 |  | Continental Cook |  |
| 31 |  | Indian Cook |  |
| 32 |  | Commis (III) |  |
| 33 |  | Bakery |  |

Section 8

###### Form of Contract

**STANDARD FORM OF CONTRACT**

**Consultant’s Services**

Lump-Sum

**Contract for Consultant’s Services**

**Lump-Sum**

**Project Name** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***[Loan/Credit/Grant]* No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Assignment Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Contract No.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**between**

*[****Name of the Client****]*

**and**

*[****Name of the Consultant/TESP****]*

**Dated:**

Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), including Attachment 1 - Fraud and Corruption; the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract, including Attachment 1, shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

# Form of Contract

**Lump-Sum**

(Text in brackets [ ] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client or Recipient]* (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

WHEREAS

(a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);

(b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

(c) the Client has received credit from the *International Development Association (IDA)*toward the cost of the Services and intends to apply a portion of the proceeds of this credit to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the financingagreement, including prohibitions of withdrawal from the credit account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the financing agreement or have any claim to the credit proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract(including Attachment 1 “Fraud and Corruption”);

(b) The Special Conditions of Contract;

(c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Contract Price

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

(a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

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

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

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

*[Authorized Representative of the Consultant – name and signature]*

# General Conditions of Contract

# A. General Provisions

|  |  |
| --- | --- |
| 1. Definitions | 1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:   1. “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time. 2. “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA). 3. “Borrower” means the Government, Government agency or other entity that signs the financing agreementwith the Bank. 4. “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant. 5. “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract. 6. “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices). 7. “Day” means a working day unless indicated otherwise. 8. “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11. 9. “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract. 10. “Foreign Currency” means any currency other than the currency of the Client’s country. 11. “GCC” means these General Conditions of Contract. 12. “Government” means the government of the Client’s country. 13. “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract. 14. “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal. 15. “Local Currency” means the currency of the Client’s country. 16. “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract. 17. “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them. 18. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written. 19. “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto. 20. “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract. 21. “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant. |
| Relationship between the Parties | * 1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder. |
| Law Governing Contract | * 1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law. |
| Language | * 1. This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. |
| Headings | * 1. The headings shall not limit, alter or affect the meaning of this Contract. |
| Communications | * 1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.   2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**. |
| Location | * 1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Client may approve. |
| Authority of Member in Charge | * 1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client. |
| Authorized Representatives | * 1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC.** |
| Fraud and Corruption | 10.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Attachment 1 to the GCC. |
| a. Commissions and Fees | 10.2 The Client requires 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 the Bank. |

# B. Commencement, Completion, Modification and Termination of Contract

|  |  |
| --- | --- |
| Effectiveness of Contract | * 1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met. |
| Termination of Contract for Failure to Become Effective | * 1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty-two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. |
| Commencement of Services | * 1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**. |
| Expiration of Contract | * 1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**. |
| Entire Agreement | * 1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. |
| Modifications or Variations | * 1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.   2. In cases of substantial modifications or variations, the prior written consent of the Bank is required. |
| Force Majeure |  |
| a. Definition | * 1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.   2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.   3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. |
| b. No Breach of Contract | * 1. The failure of a Party to fulfill any of its obligations hereunder 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 has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract. |
| c. Measures to be Taken | * 1. 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.   2. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.   3. 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.   4. 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 Client, 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 Client, 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.   * 1. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45. |
| Suspension | * 1. The Client 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 thirty (30) calendar days after receipt by the Consultant of such notice of suspension. |
| Termination | 19.1. This Contract may be terminated by either Party as per provisions set up below: |
| a. By the Client | 19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days’ written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days’ written notice in case of the event referred to in (e); and at least five (5) calendar days’ written notice in case of the event referred to in (f):  (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;  (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;  (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;  (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;  (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;  (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.  19.1.2. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract. |
| b. By the Consultant | 19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days’ written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.  (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.  (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.  (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.  (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant’s notice specifying such breach. |
| c. Cessation of Rights and Obligations | 19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law. |
| d. Cessation of Services | 19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28. |
| e. Payment upon Termination | 19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:  (a) payment for Services satisfactorily performed prior to the effective date of termination; and  (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts. |

# C. Obligations of the Consultant

|  |  |
| --- | --- |
| General |  |
| a. Standard of Performance | 20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client’s legitimate interests in any dealings with the third parties.  20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.  20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. |
| b. Law Applicable to Services | 20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.  20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client’s country when  (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or  (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.  20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs. |
| Conflict of Interest | 21.1. The Consultant shall hold the Client’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. |
| a. Consultant Not to Benefit from Commissions,Discounts, etc. | 21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant’s only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.  21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank’s Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client. |
| b. Consultant and Affiliates Not to Engage in Certain Activities | 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, 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. |
| c. Prohibition of Conflicting Activities | 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract. |
| d. Strict Duty to Disclose Conflicting Activities | 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, 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. |
| Confidentiality | 22.1 Except with the prior written consent of the Client, the Consultant and the Experts 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 and the Experts make public the recommendations formulated in the course of, or as a result of, the Services. |
| Liability of the Consultant | 23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant’s liability under this Contract shall be provided by the Applicable Law. |
| Insurance to be taken out by the Consultant | 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants’, as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC,** and (ii) at the Client’s request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13. |
| Accounting, Inspection and Auditing | 25.1 The Consultant shall keep, andshall make all reasonable efforts to cause its Sub-consultants 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.  25.2 Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Consultant shall permit and shall cause its subcontractors and sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant’s and its Subcontractors’ and sub-consultants’ attention is drawn to Sub-Clause 10.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures). |
| Reporting Obligations | 26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix. |
| Proprietary Rights of the Client in Reports and Records | 27.1 Unless otherwise indicated in the **SCC**, 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 Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, 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 Client.  27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client’s prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**. |
| Equipment, Vehicles and Materials | 28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client’s instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.  28.2 Any equipment or materials brought by the Consultant or its Experts into the Client’s country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable. |

# D. Consultant’s Experts and Sub-Consultants

|  |  |
| --- | --- |
| Description of Key Experts | 29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant’s Key Experts are described in **Appendix B.** |
| Replacement of Key Experts | 30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.  30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant’s written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration. |
| Removal of Experts or Sub-consultants | 31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that a Consultant’s Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Client’s written request, provide a replacement.  31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.  31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.  31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts. |

# E. Obligations of the Client

|  |  |  |
| --- | --- | --- |
| Assistance and Exemptions | 32.1 Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:  (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.  (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client’s country while carrying out the Services under the Contract.  (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.  (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.  (d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client’s country according to the applicable law in the Client’s country.  (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client’s country, of bringing into the Client’s country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.  (f) Provide to the Consultant any such other assistance as may be specified in the **SCC**. | |
| Access to Project Site | 33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them. | |
| Change in the Applicable Law Related to Taxes and Duties | 34.1 If, after the date of this Contract, there is any change in the applicable law in the Client’s country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1 | |
| Services, Facilities and Property of the Client | 35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A)** at the times and in the manner specified in said **Appendix A.** | |
| Counterpart Personnel | 36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant’s advice, if specified in **Appendix A**.  36.2 Professional and support counterpart personnel, excluding Client’s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request. |
| Payment Obligation | 37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below. | |

# F. Payments to the Consultant

|  |  |
| --- | --- |
| Contract Price | 38.1 The Contract price is fixed and is set forth in the **SCC.** The Contract price breakdown is provided in **Appendix C**.  38.2 Any change to the Contract price specified in Clause GCC 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**. |
| Taxes and Duties | 39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.  39.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant. |
| Currency of Payment | 40.1 Any payment under this Contract shall be made in the currency (ies) of the Contract. |
| Mode of Billing and Payment | 41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.  41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.  41.2.1 *Advance payment:*Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.  41.2.2 *The Lump-Sum Installment Payments.* The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.  41.2.3 *The Final Payment* .The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.  41.2.4 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder. |
| Interest on Delayed Payments | 42.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.2.2 , interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC.** |

# G. Fairness and Good Faith

|  |  |
| --- | --- |
| Good Faith | 43.1 The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract. |

# H. Settlement of Disputes

|  |  |
| --- | --- |
| Amicable Settlement | 44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.  44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply. |
| Dispute Resolution | 45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**. |

**II. General Conditions**

**Attachment 1**

**Fraud and Corruption**

***(Text in this Appendix shall not be modified)***

1. **Purpose**
   1. The Bank’s Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.
2. **Requirements**
3. The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.
4. To this end, the Bank:
5. Defines, for the purposes of this provision, the terms set forth below as follows:
6. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
7. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
8. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
9. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
10. “obstructive practice” is:
11. deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
12. acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.
13. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
14. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
15. Pursuant to the Bank’s Anti- Corruption Guidelines and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[[5]](#footnote-5) (ii) to be a nominated[[6]](#footnote-6) sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
16. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[[7]](#footnote-7) all accounts, records and other documents relating to the procurement process, selection and/or contract execution,, and to have them audited by auditors appointed by the Bank.

# Special Conditions of Contract

|  |  |
| --- | --- |
| **Number of GC Clause** | **Amendments of, and Supplements to, Clauses in the General Conditions of Contract** |
| **1.1(a)** | The Contract shall be construed in accordance with the law ofNepal. |
| **4.1** | **The language is: English.** |
| **6.1 and 6.2** | **The addresses are:**  Client :    Attention :  Facsimile :  E-mail (where permitted):  Consultant :    Attention :  Facsimile :  E-mail (where permitted) : |
| **8.1** | Not Applicable (Here-in-after “NA”) |
| **9.1** | **The Authorized Representatives are:**  **For the Client:**  **For the Consultant:** |
| **11.1** | NA |
| **12.1** | **Termination of Contract for Failure to Become Effective:**  **The time period shall be** two *months*. |
| **13.1** | **Commencement of Services:**  **The number of days shall be** *ten*.  Confirmation of Key Experts’ availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert. |
| **14.1** | **Expiration of Contract:**  **The time period shall be** *two months*. |
| **21 b.** | **The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3**  Yes |
| **23.1** | **No additional provisions.** |
| **24.1** | **The insurance coverage against the risks shall be as follows:**  **(a) Professional liability insurance, with a minimum coverage of***the total ceiling amount of the Contract]*.**(Can be waived if approved from WB)** |
| **27.1** | NA |
| **27.2** | Neither Party shall use these *documents* for purposes unrelated to this Contract without the prior written approval of the other Party. |
| **32.1**  **(a) through (e)** | NA |
| **32.1(f)** | NA |
| **38.1** | **The Contract price is:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **exclusiveof local indirect taxes.**  **Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall** *“***be paid***” by***the Consultant.** |
| **39.1 and 39.2** | NA |
| **41.2** | **The payment schedule:**  *Payment of installments shall be linked to the deliverables specified in the Terms of Reference.* |
| **41.2.1** | NA |
| **41.2.4** | **The accounts are:** |
| **42.1** | **The interest rate is**: NA |
| **45.1** | **Disputes shall be settled by arbitration in accordance with the following provisions:**  1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:  (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to *[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]* for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, *[insert the name of the same professional body as above]* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.  (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by *[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]*.  (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the *[name the same appointing authority as in said paragraph (b)]* to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute. |
|  | 2. Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.  3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.  4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant’s home country *[If the Consultant consists of more than one entity, add:*  or of the home country of any of their members or Parties*]*or of the Government’s country. For the purposes of this Clause, “home country” means any of:  (a) the country of incorporation of the Consultant *[If the Consultant consists of more than one entity, add:* or of any of their members or Parties*]*; or  (b) the country in which the Consultant’s [or any of their members’ or Parties’] principal place of business is located; or  (c) the country of nationality of a majority of the Consultant’s [or of any members’ or Parties’] shareholders; or  (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract. |
|  | 5. Miscellaneous. In any arbitration proceeding hereunder:  (a) proceedings shall, unless otherwise agreed by the Parties, be held in *[select a country which is neither the Client’s country nor the Consultant’s country]*;  (b) the *[type of language]* language shall be the official language for all purposes; and  (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement. |

# 

# Appendices

Appendix A – Terms of Reference

Appendix B - Key Experts

Appendix C – Contract Price

Signature Date

Name and Title:

**PART III**

# Section 9.Notification of Intention to Award and Beneficial Ownership Forms

# Notification of Intention to Award

***The Notification of Intention to Award shall be published in a national Daily.***

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

1. request a debriefing in relation to the evaluation of your Proposal, and/or
2. submit a Procurement-related Complaint in relation to the decision to award the contract.
3. **How to request a debriefing [*This applies only if your proposal was unsuccessful.]***

|  |
| --- |
| **DEADLINE: The deadline to request a debriefing expires at midnight on 3rd business day from the Notification of Intention to Award.**  You may request a debriefing in relation to the results of the evaluation of your Proposal. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.  Provide the contact name, reference number, name of the Consultant, contact details; and address the request for debriefing as follows:  **Attention**: [*insert full name of person, if applicable*]  **Title/position**: [*insert title/position*]  **Agency**: [*insert name of Client*]  **Email address**: [*insert email address*]  **Fax number**: [*insert fax number*] ***delete if not used***  If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.  The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.  If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice. |

1. **How to make a complaint**

|  |
| --- |
| **DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight,** tenth (10th) Business Days after the date of transmission of this Notification of Intention to Award.  Provide the contact name, reference number, name of the Consultant, contact details; and address the Procurement-related Complaint as follows:  **Attention**: [*insert full name of person, if applicable*]  **Title/position**: [*insert title/position*]  **Agency**: [*insert name of Client*]  **Email address**: [*insert email address*]  Further information:  For more information see the “[Procurement Regulations for IPF Borrowers](https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005) (Procurement Regulations) (Annex III).” You should read these provisions before preparing and submitting your complaint. In addition, the World Bank’s Guidance “[How to make a Procurement-related Complaint](file:///F:\2.%20%20World%20Bank%202017\17.%20Tools%20and%20Templates\NIA\get%20the%20address%20once%20it%20is%20published)” provides a useful explanation of the process, as well as a sample letter of complaint.  In summary, there are four essential requirements:   1. You must be an ‘interested party’. In this case, that means a Consultant who has submitted a Proposal in this selection process, and is the recipient of a Notification of Intention to Award. 2. The complaint can only challenge the decision to award the contract. 3. You must submit the complaint within the deadline stated above. 4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III). |

1. **Standstill Period**

|  |
| --- |
| **DEADLINE: The Standstill Period is due to end at midnight on the** tenth (10th) Business Days after the date of transmission of this Notification of Intention to Award. |

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of [*insertthe name of the Client*]:

**Signature:**

**Name:** **Title/position:**

**Telephone:** **Email:**

Beneficial Ownership Disclosure Form

*Not Applicable.*

1. *[“loan agreement” term is used for IBRD loans; “financing agreement” is used for IDA credits; and “grant agreement” is used for Recipient-Executed Trust Funds administered by IBRD or IDA]* [↑](#footnote-ref-1)
2. For the avoidance of doubt, a sanctioned party’s ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract. [↑](#footnote-ref-2)
3. A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower. [↑](#footnote-ref-3)
4. Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information. [↑](#footnote-ref-4)
5. For the avoidance of doubt, a sanctioned party’s ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract. [↑](#footnote-ref-5)
6. A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower. [↑](#footnote-ref-6)
7. Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information. [↑](#footnote-ref-7)