



Subhakarika Rural Municipality
Sukatiya, Kalikot
Karnali Province
Nepal

REQUEST FOR PROPOSALS

For

The Procurement of

Consulting Services for Women Skill Development and entrepreneurship Promotion Program

Under

Contract/RFP Identification No:SRM/KKT/RFP/01/2081/082

Issued on: 25th Baishakh 2082



केन्द बहादुर प्रसादी
नि. प्रमुख प्रशासकीय अधिकृत

Abbreviations

GoN	Government of Nepal
IDO	Infrastructure Development Office
IDD	Infrastructure Development Directorate
MOPID	Ministry of Physical Infrastructure Development
DoR	Department of Roads
PPMO	Public Procurement Monitoring Office
PMEU	Planning, Monitoring and Evaluation Unit
CV	Curriculum Vitae
DP	Development Partner
EA	Executive Agency
EOI	Expression of Interest
RFP	Request for Proposal
PAN	Permanent Account Number
PPA	Public Procurement Act
PPR	Public Procurement Regulation
TOR	Terms of Reference
VAT	Value Added Tax
N/A	Not Applicable
BoQ	Bill of Quantities
PBoQ	Priced Bill of Quantities
EOT	Extension of Time
DPR	Detail Project Report
QCBS	Quality and Cost Based System
GCC	General Conditions of Contract
SCC	Special Conditions of Contracts
ITC	Information to Consultants
LoI	Letter of Invitation

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PART 1**SECTION 1. LETTER OF INVITATION****Ref. No:****Date: 25th Baishakh 2082****Contract/RFP No:SRM/KKT/RFP/01/2081/082****To,**

- 1. Human and Nature Conservation Nepal, Tarakeshwor-10, Kathmandu**
- 2. Nepal Engineering and Technical Science Academy Pvt. Ltd, Birendranagar-09, Surkhet**
- 3. Api Point-TRACE-BEST JV, Babarmahal-11, Kathmandu**
- 4. Ripple Training and Consulting Services Pvt. Ltd., Tokha-6, Kathmandu**
- 5. F-SKILL & ADBS JV, Hattiban, Lalitpur-23**
- 6. Donbosco Institute of Skill Development Pvt. Ltd, Golphutar, Kathmandu**

Dear Mr./Ms.:

1. Subhakalika Rural Municipality, Kalikot has allocated fund toward the cost of Consulting Services for Consulting Services for Women Skill Development and entrepreneurship Promotion Program and intends to apply a portion of this to eligible payments under this Contract.
2. Subhakalika Rural Municipality now invites proposals to provide the following consulting services for Consulting Services for Women Skill Development and entrepreneurship Promotion Program . More details on the services are provided in the attached Terms of Reference.
3. The Request for Proposal (RFP) has been ed to the following shortlisted consultants from the Standing List:
4. A consultant will be selected under Quality and Cost Based System (QCBS) and procedures described in this RFP.
5. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants and Data Sheet
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 – Eligible Countries
 - Section 6 – GoN/DP's Policy – Corrupt and Fraudulent Practices
 - Section 7 - Terms of Reference
 - Section 8 - Standard Forms of Contract
6. Please inform us with in 2082/02/23, in writing at Subhakalika Rural Municipality, Sukatiya Kalikot , by facsimile 9848118811, or by E-mail ito.kalikamunkalikot@gmail.com:
 - (a) that you received the letter of invitation; and
 - (b) Whether you will submit a proposal alone or in association with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).
7. Details on the proposal's submission date, time and address are provided in Clauses 17.8 of the ITC.

Yours sincerely,

Chief Administrative Officer

SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET



A. General Provision	
1. Definitions	<p>a. “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.</p> <p>b. “Applicable Guidelines” means the policies of the Development Partner (DP) governing the selection and Contract award process, in case of DP funded project. “Applicable Law” means the laws and any other instruments having the force of law in Nepal as they may be issued and in force from time to time.</p> <p>c. “Borrower [or Recipient or Beneficiary]” means the Government, Government agency or other entity that signs the financing [or loan/credit/grant/project] agreement with the Development Partner.</p> <p>d. “Client” means the <i>[procuring entity/implementing/ executing agency]</i> that signs the Contract for the Services with the selected Consultant.</p> <p>e. “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.</p> <p>f. “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).</p> <p>g. “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.</p> <p>h. “Day” means a calendar day.</p> <p>i. “Development Partner (DP)” means the country/institution funding the project as specified in the Data Sheet.</p> <p>j. “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</p> <p>k. “Government” means the government of the Nepal.</p> <p>l. “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 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.</p> <p>m. “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.</p> <p>n. “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.</p> <p>o. “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.</p> <p>p. “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</p>

	<p>evaluated individually.</p> <p>q. “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>r. “RFP” means the Request for Proposals prepared by the Client for the selection of Consultants, based on the SRFP.</p> <p>s. “SRFP” means the Standard Request for Proposals issued by PPMO, which must be used by the Public Entity as the basis for the preparation of the RFP.</p> <p>t. “Services” means the work to be performed by the Consultant pursuant to the Contract.</p> <p>u. “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.</p> <p>v. “TOR” (this Section 7 of the RFP) means the Terms of Reference that explain 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.</p>
2. Introduction	<p>2.1 The Client named in the Data Sheet intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.</p> <p>2.2 The shortlisted Consultants 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.</p> <p>2.3 The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>2.4 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.</p> <p>2.5 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.</p>
3. Conflict of Interest	<p>3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>3.2 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 blacklisting by the Public Procurement Monitoring Office/DP.</p> <p>3.3 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultant shall not be hired under the circumstances set forth below:</p>
a. Conflicting activities	<p>(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> 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</p>

	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) <u>Conflict among consulting assignments:</u> 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) <u>Relationship with the Client's staff:</u> a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client or 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.
4. Unfair Competitive Advantage	4.1 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.
5. Corrupt and Fraudulent Practices	<p>5.1 The GoN/DP requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in Section 6.</p> <p>5.2 In further pursuance of this policy, Consultant shall permit and shall cause its sub-consultants and sub-contractors to permit GoN/DP or its representatives to inspect the accounts, records and other documents relating to the submission of the Proposal and execution of the contract, in case of award, and to have the accounts and records audited by auditors appointed by the GoN/DP.</p> <p>5.3 Consultants shall be aware of the provisions on fraud and corruption stated in Clause GCC 10.1.</p>
6. Eligibility	<p>6.1 The GoN/DP permits consultants (individuals and firms, including Joint Ventures and their individual members) from the eligible countries as stated in Section 5 to offer consulting services for GoN/DP-financed projects.</p> <p>6.2 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 GoN/DP. Maximum number of partners in JV shall be as specified in the Data sheet.</p> <p>6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:</p>
a. Sanctions	6.3.1 A firm or an individual sanctioned by the GoN/DP in accordance with the above Clause 5.1 shall be ineligible to be awarded a GoN/DP-financed contract, or to benefit from a GoN/DP-financed contract,

	<p>financially or otherwise, during such period of time as the GoN/DP shall determine. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet.</p> <p>6.3.2 In case of a natural person or firm/institution/company which is already declared blacklisted and ineligible by the GoN, any other new or existing firm/institution/company owned partially or fully by such Natural person or Owner or Board of director of blacklisted firm/institution/company; shall not be eligible consultant.</p>
b. Prohibitions	<p>Firms and individuals shall have the nationality of an eligible countries as indicated in Section 5 (Eligible Countries) and:</p> <p>(a) as a matter of law or official regulations, Nepal prohibits commercial relations with that country; or</p> <p>(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.</p>
c. Restrictions for public employees	<p>6.3.3 Government officials and civil servants may only be hired under consulting contracts, either as individuals or as members of a team of a consulting firm, if permitted under GoN/DP policy, and their employment would not create a conflict of interest).</p>
B. Preparation of Proposals	
7. General Considerations	<p>7.1 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.</p>
8. Cost of Preparation of Proposal	<p>8.1 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.</p>
9. Language	<p>9.1 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 English language.</p>
10. Documents Comprising the Proposal	<p>10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.</p> <p>10.2 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).</p>
11. Only One Proposal	<p>11.1 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 any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one</p>

	Proposal when circumstances justify and if stated in the Data Sheet .
12. Proposal Validity	<p>12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.</p> <p>12.2 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.</p> <p>12.3 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, and may be subject to blacklisting in accordance with Clause 5 of this ITC.</p>
a. Extension of Validity Period	<p>12.4 The Client will make its best effort to complete the negotiations 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.</p> <p>12.5 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. The Consultant shall not include any additional conditions against the provisions specified in RFP, while extending the validity of its Proposal.</p> <p>12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>
b. Substitution of Key Experts at Validity Extension	<p>12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement 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.</p> <p>12.8 If the Consultant fails to provide a replacement 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.</p>
c. Sub-Contracting	<p>12.9 The Consultant shall not subcontract the whole of the Services unless otherwise indicated in the Data Sheet.</p>
13. Clarification and Amendment of RFP	<p>13.1 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:</p> <p>13.1.1 At any time before the proposal submission deadline, 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</p>

	<p>Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.</p> <p>13.1.2 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.</p> <p>13.1.3 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 modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
14. Preparation of Proposals – Specific Considerations	<p>While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p>14.1.1 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 as Sub-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.</p> <p>14.1.2 The Client may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment. This estimate is indicative, and the Proposal shall be based on the Consultant's own estimates for the same.</p> <p>14.1.3 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.</p> <p>14.1.4 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.</p>
15. Technical Proposal Format and Content	<p>15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.2 Only one curriculum vitae (CV) may be submitted for each key expert. If a technical proposal nominates more than one expert for a position, the Client will evaluate all CVs and apply the lowest score for the position.</p>
16. Financial Proposal	<p>16.1 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) other expenses, (c) provisional sums when applicable indicated in the Data Sheet.</p>
a. Price Adjustment	<p>16.2 For assignments with a duration exceeding 12 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet.</p>

b. Taxes	16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract. Information on taxes in the Client's country is provided in the Data Sheet .
c. Currency of Proposal	16.4 The Consultant may express the price for its Services 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 Nepalese Rupees.
d. Currency of Payment	16.5 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	
17. Submission, Sealing, and Marking of Proposals	17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). 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.
	17.2 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 Proposals 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.
	17.3 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.
	17.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Proposal.
	17.5 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.
	17.6 The original and all the copies of the Technical Proposal shall be placed inside of 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 OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]. "
	17.7 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked " FINANCIAL PROPOSAL " followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning " DO NOT OPEN WITH THE TECHNICAL PROPOSAL. "
	17.8 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked " DO NOT OPEN BEFORE [insert the time and date of the

	<p>submission deadline indicated in the Data Sheet]”.</p> <p>17.9 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. For QCBS, FBS and LCS, if the Technical and Financial Proposals are not submitted in separate sealed envelopes as required, the Client shall reject the Proposal.</p> <p>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.</p>
18. Confidentiality	<p>18.1 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 letter of intent to accept the proposal has been issued to the selected Consultant.</p> <p>18.2 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 PPMO's blacklisting procedures.</p> <p>18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of issuance of notification for opening of financial proposal or the Letter of Intent, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p>
19. Opening of Technical Proposals	<p>19.1 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. 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 until they are opened in accordance with Clause 23 of the ITC.</p> <p>19.2 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.</p>
20. Proposals Evaluation	<p>20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded, and the DP issues its “no objection”, if applicable.</p> <p>20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will</p>

	conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
21. Evaluation of Technical Proposals	<p>21.1 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. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member of the evaluation committee to the proposal. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p> <p>21.2 Proposed experts, involved in the firms' work in hand will not be considered for evaluation to the extent of this involvement in the ongoing assignment.</p> <p>21.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
22. Financial Proposals for QBS	<p>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.</p> <p>22.2 If 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.</p> <p>22.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)	<p>23.1 After the technical evaluation is completed and the DP 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 (and shall provide information relating to the Consultant's overall technical score) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should be at least 7 days for national shortlisting and 15 days for international shortlisting for attending the opening. The Consultant's attendance at the opening of the Financial Proposals is optional and is at the Consultant's choice.</p> <p>23.2 The Financial Proposals shall be opened by the Client's evaluation</p>

	<p>committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened.</p> <p>These Financial Proposals shall be then opened, and the following information will be recorded:</p> <ul style="list-style-type: none"> a) Name and address, b) Proposed service charge, c) Discount offered, if any; d) Description of the discrepancies, if any, between figure and words, e) Whether the financial proposal is signed or not by authorized representative of consultant, f) If any matter or content of the financial proposal is effaced whether such efface is signed by the consultant or his/her representative or not and the details of the amount and the content effaced, g) Other necessary matters considered appropriate by the Public Entity <p>23.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
24. Correction of Errors	<p>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.</p>
Time-Based Contracts	<p>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, (b) adjust the discount offered, if any, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items 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.</p>
Lump-Sum Contracts	<p>24.2 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 Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.</p>

25. Taxes	<p>25.1 Except as set out in Sub-clause 25.2, all taxes are deemed included in the Consultant's financial proposal, and, therefore, included in the evaluation.</p> <p>25.2 Except for VAT, all taxes levied and imposed on the contract invoices and any tax liabilities arising from the Contract under the laws of Nepal are deemed included in the Consultant's Financial Proposal and, hence, included in the evaluation. Information on the Consultant's tax obligations in Nepal can be found as indicated in Clause 16.3 of the Data Sheet.</p>
26. Conversion to Single Currency	<p>26.1 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.</p>
27. Combined Quality and Cost Evaluation	
a Quality- and Cost-Based Selection (QCBS)	<p>27.1 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 achieving the highest combined technical and financial score will be invited for negotiations.</p>
b Fixed-Budget Selection (FBS)	<p>27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the Data Sheet shall be rejected.</p> <p>27.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.</p>
c Least-Cost Selection (LCS)	<p>27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.</p>
D. Negotiations and Award	
28. Negotiations	<p>28.1 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.</p> <p>28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.</p> <p>28.3 The date, time and address for the negotiations will be advised in writing by the client. The notification period shall be at least 15 days for international selection and 7 days for national selection.</p>
a. Availability of Key Experts	<p>28.3 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 Clause 12 of the ITC. 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.</p> <p>28.4 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,</p>

		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	28.5	The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "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	28.6	In the case of a Time-Based contract, where cost is a factor in the evaluation, unit rates negotiations for remuneration shall not take place. However, there may be negotiation on reimbursable expenses.
	28.7	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.
	28.8	The format for (i) providing information on remuneration rates in the case of Quality Based Selection is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.
29. Conclusion of Negotiations	29.1	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.
	29.2	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. 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.
30. Award of Contract	30.1	Pursuant to Clause 29.1 of this ITC, the consultant, with whom agreement is reached following negotiation, shall be selected for approval of his proposal and the Client shall notify its' intention to accept the proposal to the selected consultant and other short-listed consultants within 7 days of selection of the winning proposal.
	30.2	If the review application is not received by the Client pursuant to Clause 31.2 of this ITC then the proposal of the Consultant, selected as per Clause 30.1 of this ITC shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 15 days.
	30.3	If the Consultant fails to sign an agreement pursuant to Clause 30.2 of this ITC then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract.
	30.4	The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.
	30.5	In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any

	<p>partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
31. Request for Information/ Complaints	<p>31.1 A consultant, who has been informed that its technical proposal has been considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, may request the Client to provide the technical score obtained by him and the reason for not being able to qualify. The Client shall provide the information within 5 days of receiving such request. If the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the amount specified in the Data Sheet with the validity period of at least ninety days from the date of filing of application.</p> <p>In case of letter of intent after evaluation of financial proposal if the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the 1% of Financial Proposal with the validity period of at least ninety days from the date of filing of application.</p> <p>31.2 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client's decision provided as per Clause 30.1 of this ITC and believes that the Client has committed an error or breach of duty which has or will result in loss to him then the consultant may give an application for review of the decision to the Client with reference to the error or breach of duty committed by the Client. The review application should be given within 7 days of receipt of information regarding the issue of letter by the Client notifying its intention to accept the winning proposal pursuant to Clause 30.1 of this ITC.</p> <p>31.3 If a review application is received by the Client pursuant to Clause 31.2 of this ITC then the Client will clarify and respond within 5 days of receiving such application.</p> <p>31.4 If the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days.</p> <p>31.5 If a complaint has been lodged to the client, the client shall put on hold the awarding process for 7 days period provided to lodge a complaint to the review committee.</p>
32. Conduct of Consultants	<p>32.1 The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and Public Procurement Act and Regulations.</p>

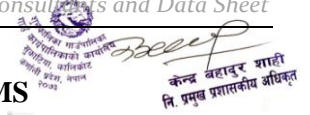
	<p>32.2 The consultant shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the Contract Agreement:</p> <ul style="list-style-type: none"> a) give or propose improper inducement directly or indirectly, b) distortion or misrepresentation of facts c) engaging or being involved in corrupt or fraudulent practice d) interference in e) Participation of other prospective bidders. f) coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings, g) collusive practice among consultants before or after submission of proposals for distribution of works among consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price. h) contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to the notification of award of contract
<p>33. Blacklisting</p>	<p>33.1 Without prejudice to any other rights of the client under this Contract, the Public Procurement Monitoring Office may blacklist a Consultant for his conduct up to three years on the following grounds and seriousness of the act committed by the consultant:</p> <ul style="list-style-type: none"> a) if it is proved that the consultant committed acts pursuant to the Clause 32.2 of the ITC, b) if the consultant fails to sign an agreement pursuant to Clause 30.2 of the ITC, c) if it is proved later that the consultant has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed assignment is not of the specified quality as per the contract, d) if convicted by a court of law in a criminal offence which disqualifies the firm from participating in the contract. e) if it is proved that the contract agreement signed by the Consultant was based on false or misrepresentation of consultant's qualification information, f) if the consultant fails to submit the professional liability insurance within the period stipulated in the contract. <p>33.2 A Consultant declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO) and/or DP Development Partner in case of DP funded project, shall be ineligible to participate or to be awarded a contract during the period of time determined by the GoN, PPMO and/or the DP Development Partner.</p> <p>The list of debarred firms is available at the electronic address specified in the Data Sheet.</p>

E. Data Sheet	
A. General Provisions	
ITC Clause Reference	Details of Description
1(i)	Development Partner (DP) is: Not Applicable
1(k) (definitions)	<p>International experts mean experts who are citizens of an eligible country.</p> <p>National experts mean experts who are citizens of Nepal.</p> <p>Nationals who possess the appropriate international experience may be considered for assignments that require international expertise.</p> <p>The international experience that is required for a particular assignment will be defined and described in the pertinent TOR.</p>
2.1	<p>Name of the Client: Subhakalika Rural Municipality, Sukatiya Kalikot.</p> <p>Method of selection: QCBS (National)</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>The name of the assignment is: Consulting Service (Women Skill Development and entrepreneurship Promotion Program) Contract Identification Number: SRM/KKT/RFP/01/2081/082</p>
2.3	<p>A pre-proposal conference will be held: No.</p> <p>Date of pre-proposal conference: N/A</p> <p>Time: N/A</p> <p>Address: N/A</p> <p>Telephone:</p> <p>E-mail: Contact person/conference coordinator: N/A</p>
2.4	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> <p>Please refer to Section 7, TOR</p>
4.1	
6.2	Maximum number of partners in JV shall be: 3
6.3.1	A list of debarred firms and individuals is available at the following website: PPMO
B. Preparation of Proposals	
10.1	<p>The Proposal shall comprise the following:</p> <p>1st Inner Envelope with the Technical Proposal:</p> <ul style="list-style-type: none"> a) Power of Attorney to sign the Proposal b) Proof of Legal Status and Eligibility c) TECH-1 d) TECH-2 e) TECH-3 f) TECH-4 g) TECH-5 h) TECH-6 i) TECH-7 <p>AND,</p>

	<p>2nd Inner Envelope with the Financial Proposal (applicable):</p> <p>a) FIN-1</p> <p>b) FIN-2</p> <p>Proof of legal status establish Consultant's legal capacity to enter into binding and enforceable contracts and may be supported by:</p> <p>Certificate of incorporation.</p>
11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is not permissible.
12.1	Proposals must remain valid for 90 calendar days after the proposal submission deadline.
12.9	Sub-contracting is not allowed for the proposed assignment.
13.1	<p>Clarifications may be requested no later than 7 (Seven) days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is: As per Clause 2.3 of Data Sheet.</p>
14.1.1	<p>Shortlisted Consultants may associate with: Not Applicable</p> <p>(a) non-shortlisted consultant(s)</p> <p>(b) other shortlisted Consultants</p>
14.1.2	Estimated total cost of the assignment with vat: 2424844
14.1.3 for time-based contracts only	Not Applicable
14.1.4 and 27.2 use for Fixed Budget method	Not Applicable
16.1	Not Applicable
16.2	A price adjustment provision applies to remuneration rates: Not Applicable
16.3	Information on the Consultant's tax obligations in Nepal can be found at the Government of Nepal and PPMO.GOV.NP
16.4	<p>The Financial Proposal shall be stated in the following currencies: Nepalese Rupees</p> <p>Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.</p> <p>The Financial Proposal should state local costs in Nepalese Rupees</p>
C. Submission, Opening and Evaluation	
17.1	The Consultants shall not have the option of submitting their Proposals electronically.
17.5	<p>The Consultant must submit:</p> <p>a) Technical Proposal: one (1) original and</p> <p>b) Financial Proposal: one (1) original.</p>
17.8	<p>The Proposals must be received at the address below no later than:</p> <p>Date: 23th Jestha 2082</p> <p>Time: 12:00Hrs</p> <p>The Proposal submission address is: Subhakalika Rural Municipality, Kalikot.</p>

17.9	<div>The Proposals must be opened on: Date: 23th Jestha 2082 Time: 13:00Hrs The Proposal submission address is: Subhakalika Rural Municipality, Kalikot.</div>																		
19.1	An online option of the opening of the Technical Proposals is offered: Not Applicable																		
19.2	<div>In addition, the following information will be read aloud at the opening of the Technical Proposals: As per ITC Clause 19.2 Confirmation that invitation to submit proposal was not transferred to another party.</div>																		
21.1	<div>The evaluation criteria, sub-criteria, and point system for the evaluation are: <u>Part I: Evaluation of Technical Proposal</u> The Technical Proposal will be evaluated on the following grounds:</div> <table><tr><th>S.N.</th><th>Particulars</th><th>Marks Allocated</th></tr><tr><td>1</td><td>Specific experience of the consultants (as a firm) related to the assignment</td><td>25</td></tr><tr><td>2</td><td>work plan and methodology</td><td>30</td></tr><tr><td>3</td><td>Qualifications and Experience of the key staff for the Assignment</td><td>35</td></tr><tr><td>4</td><td>Transfer of knowledge program or training</td><td>10</td></tr><tr><td></td><td>Total</td><td>100</td></tr></table> <div>The minimum technical score (St) required to pass is 70 Points or (%).</div> <div>Notes on Experience of the Firm:<ol style="list-style-type: none">The firm shall have to submit notary public attested experience certificates. No marks shall be given for the experience of the firm if the certificate of completion is not attached. If the firm has completed more than one job in a single package, each job shall be considered.The services for Government of Nepal (GoN) organizations (fully or partially owned) shall only be considered as firm's experiences during evaluation of RFP. The specific experience by the firm as JV partners shall be considered and evaluated as firm's experience and any specific experiences by the firm as "in association with" shall not be considered during evaluation.Any sublet service for Government of Nepal (GoN) organizations (fully or partially owned) by a firm from another private firm shall not be evaluated as firm experience for the RFP.Any service experience older than 7 years (counted from the last date of submission of RFP) shall not be evaluated as firm experience for the RFP.Each experience certificate shall clearly indicate the description of service, service amount (including / excluding VAT), date of commencement and date of completion of service.Provide highlight on specific services provided by the consultant as required by the RFP assignment.</div> <div>Notes on Professional Key Personnel:</div>	S.N.	Particulars	Marks Allocated	1	Specific experience of the consultants (as a firm) related to the assignment	25	2	work plan and methodology	30	3	Qualifications and Experience of the key staff for the Assignment	35	4	Transfer of knowledge program or training	10		Total	100
S.N.	Particulars	Marks Allocated																	
1	Specific experience of the consultants (as a firm) related to the assignment	25																	
2	work plan and methodology	30																	
3	Qualifications and Experience of the key staff for the Assignment	35																	
4	Transfer of knowledge program or training	10																	
	Total	100																	

	<ol style="list-style-type: none"> 1. The proposed key personnel shall declare himself / herself that he/she has given consent for the use of the CV. 2. The year of experience of professional key expert will be counted from the date of completion of Masters Degree mentioned in the transcript. 3. Proposed professional key personnel shall not be repeated by the same firm and/or another firm. In case of repetition of professional key personnel, Subhakalika Rural Municipality shall ask, via letter/email, the person for his / her physical presence within three days to declare him/herself to the firm/JV whom he/she shall want to be associated. 4. CV of personnel shall clearly mention his/her e-mail address and mobile number. 5. The firm shall have to submit any certificate as evidence of proposed key personnel's education (degree) as required above with his / her notarized academic certificate.
23.1	An online option of the opening of the Financial Proposals is offered: Not Applicable
23.1 and 23.2	The Client will read aloud only overall technical scores.
26.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: Not Applicable</p> <p>The official source of the selling (exchange) rate is: Not Applicable</p> <p>The date of the exchange rate is: Not Applicable</p>
27.1 [a. QCBS only]	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm/F$,</p> <p>Where,</p> <p>“Sf” is the financial score,</p> <p>“Fm” is the lowest price, and</p> <p>“F” is the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = 80%, and P = 20%</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>
D. Negotiations and Award	
28.1	Expected date and address for contract negotiations: approximately within one (1) week from the opening of Financial Proposals at Rural Municipality
30.4	Expected date for the commencement of the Services: approximately after 1 weeks from the opening of Financial Proposals.
31.1	The Applicant shall furnish a cash amount or a bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law with an amount of N/A .
33.2	A list of blacklisted firms is available at the PPMO's website http://www.ppmo.gov.np

SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS**Form Tech-1: Technical Proposal Submission Form**

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposals dated [Insert Date] 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” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”].

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal in a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

OR

If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and country of each Sub-consultant.}

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 blacklisted by the PPMO.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3 and we have not been punished for an offense relating to the concerned profession or business.
- (d) We meet the eligibility requirements as stated in ITC 6.
- (e) Neither we, nor our JV/associate partners/ sub-consultants or any of the proposed experts prepared the TOR for this consulting assignment.

- (f) Except as stated in the Data Sheet, Clause 12.1, 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 Clause 12 and ITC Clause 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.
- (h) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.

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 Clause 30.4 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

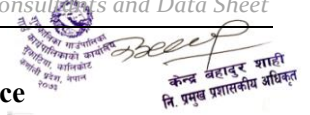
Name of Consultant (company's name or JV's name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

Form Tech-2: Consultant's Organization and Experience

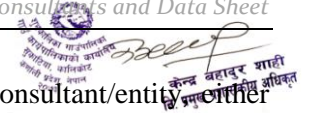
Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline 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

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.

B - Consultant's Experience

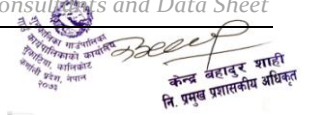
1. List only previous similar assignments successfully completed in the last 7 (Seven) years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.



Using the format below, provide information on each assignment for which your Consultant/entity individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Consultant/Entity(profiles):
Name of Client:		No. of Staff:
Address:		No. of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services Proposal National level: NRs International Level: (in Current US\$):
Name of Associated Consultants, If Any:		No. of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff and Designation (Project Director/Coordinator, Team Leader etc.) Involved and Functions Performed:		
Narrative Description of Project :(Actual assignment, nature of activities performed and location)		
Description of Actual Services Provided by Your Staff:		

Consultant's Name: ____

**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}

B - On Counterpart Staff and Facilities

{Include comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

Form Tech-4: Description of the Methodology and Work Plan

In Responding to the Terms of Reference

Form TECH-4: a description of the 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:

Technical Approach and Methodology

Work Plan

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 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 and relevant technical and administrative support staff.}

Form Tech-5: Work Schedule and Planning for Deliverables

N°	Deliverables ¹ (D-..)	Months											
		1	2	3	4	5	6	7	8	9	n	TOTAL
D-1	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5).....												
	6) delivery of final report to Client}												
D-2	{e.g., Deliverable #2:												
n													

1. List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart

Form Tech-6: Team Composition, Assignment, and Key Experts' inputs



केन्द्र बहादुर शाही
नि. प्रमुख प्रशासकीय अधिकारी

N ^o	Name, Nationality and DOB	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)		
		Position		D-1	D-2	D-3	D-...				Home	Field	Total
KEY EXPERTS														
International														
K-1	{e.g., Mr. Abbbb, PAK, 15.06.1954}	[Team Leader]	[Home]	[2 month]	[1.0]	[1.0]								
			[Field]	[0.5 m]	[2.5]	[0]								
K-2	e.g., Mr. Xxyyyy, USA, 20.04.1969}													
K-3														
National														
n														
Subtotal														
NON-KEY EXPERTS														
N-1			[Home]											
			[Field]											
N-2														
n														
Subtotal														



Total			
-------	--	--	--

1. For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
 2. Months are counted from the start of the assignment/mobilization. 3 “Home” means work in the office in the expert’s place of residence. “Field” work means work carried out in the site.
- ☐ Full time input ☒ Part time input

Form Tech-7: Curriculum Vitae (CV)

Position Title and No.	{ e.g., K-1, TEAM LEADER }
Name of Firm	<i>Insert name of firm proposing the expert</i>
Name of Expert:	{ Insert full name }
Date of Birth:	{ day/month/year }
Citizenship	

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, *type of employment (full time, part time, contractual)*, 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. }

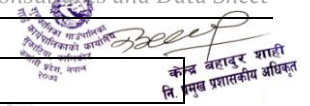
Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Bbbbbb, deputy minister]		

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 qualifications and experience*
- (ii) *I am not a current employee of the GoN*
- (iii) *In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in Form TECH 6 provided team mobilization takes place within the validity of this proposal.*
- (iv) *I was not part of the team who wrote the terms of reference for this consulting services assignment*
- (v) *I am not currently debarred by a multilateral development bank (In case of DP funded project)*
- (vi) *I certify that I have been informed by the firm that it is including my CV in the Proposal for the {name of project and contract}. 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.*
- (vii) *I declare that Corruption Case is not filed against me.*

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

<p>[Signature of expert]</p>	<p>Date: __ Day/Month/Year</p>
<p>[Signature of authorized representative of the firm]</p>	<p>Date: __ Day/Month/Year</p>

Full name of authorized representative:

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

{*Notes to Consultant* shown in brackets {} provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Bill of Quantities

Form Fin-1: Financial Proposal Submission Form

{Location, Date}

To: [Name and address of Client]

Dear Sir:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, excluding Value Added Tax (VAT) *Clause 25.2 in the Data Sheet*. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature {In full}: .

Name and Title of Signatory: __

In the capacity of: ____

Address: ____

E-mail: _____

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached.}

Form Fin-2: Bill of Quantities

Subhakalika Rural Municipality

Sukatiya, Kalikot

Karnali Province

Nepal

BILL OF QUANTITIES

S.N	Description of Work	Unit	Qty.	Rate (NRs.)	Rate in Words	Amount (NRs.)	Remarks
1	RM Level Coordination Meeting with Stakeholders	Times	1				
2	Coordination Meeting with RM and Stakeholders for Enprepreneurship and Income Generation.	Times	2				
3	3 Days Leadership Development Training for Women Empowerment	Times	1				
4	Entrepreneurs Group Formation and Management	No.	9				
5	Meeting for Identification and Analysis of Needs Technologis and instruments	Times	1				
6	SIYB Training	Event	5				
7	Dhanka Weaving Advance Training (16 Persons) 15 days	Event	1				
8	Sewing Cutting Training (16 Persons) 15 days	Event	1				
9	Weaving/ Hojiyari Training (16 Persons) 15 days	Event	1				
10	Galaicha Weaving Training (16 Persons) 15 days	Event	1				
11	Sisno Powder Training (16 Persons) 15 days	Event	1				
12	Sewing Cutting (16 Persons) Support 10 sewing Machine (Pramod), 10 Kaichi (iron), Different Cloths for sewing 100 Mtr. and 5 Iron press (Electric and Koila).	Times	1				
13	Weaving/ Hojiyari (16 Persons) Support 55 kG Weaving Dhago with lachi (Thick and Thin mix) , Weaving kruss and kata 48 Pairs (Heavy Standard) and 1 piece Kaichi (Rpoe cutting plastic).	Times	1				
14	Galaicha Weaving (16 Persons) Support Taan Machine (Iron Made) 8 piece, Kaichi (Iron Standard) 6 piece	Times	1				

	and Galaicha weaving Rope 75 KG mix Colour.						
15	Sisno Powder (16 Persons) Support Packaging Plastic (Heavy 500gm and 1 kg) 40 KG, Powder making Haate Chakka 8 Piece and Packaging Strappler (Electric) 2 Piece.	Times	1				
16	Monitoring and evaluation	Times					
17	Reporting, Documentation and Staff Mobilization (Program Coordinator-1 and EDF-2)	Times					
	Total Amount						
	VAT @ 13 %						
	Grand Total						

SECTION 5. ELIGIBLE COUNTRIES

For the purpose of [Rural Municipality shortlisting](#) eligible countries: **Nepal Only.**

SECTION 6. CORRUPT AND FRAUDULENT PRACTICES

It is the GoN's policy to require its implementing agencies, as well as consultants under GoN (or DP) financed contracts, to observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the GoN:

- a. defines, for the purposes of this provision, the terms set forth below as follows:
 - i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - ii) "fraudulent practice" mean act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - iii) "coercive practice" means 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;
 - iv) "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
 - v) "obstructive practice" means:
 - aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoN/DP investigation in to 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
 - ab) acts intended to materially impede the exercise of the GoN's/DP's inspection and audit rights provided for under Clause GCC 25.2.
- b. will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- c. will cancel the consultant's contract if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the consultant or the Client during the selection process or the execution of that contract;
- d. will blacklist a consultant for a stated period of time, to be awarded a contract if it at any time determines that the consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
- e. will have the right to require that, a provision be included requiring consultants to permit the Client to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Client.

SECTION 7. TERMS OF REFERENCE

Refer

Appendix I: Term of Reference



**Subhakalika Rural Municipality
Sukatiya, Kalikot
Karnali Province
Nepal**

Terms of Reference

**Consulting Services for Women Skill Development and
entrepreneurship Promotion Program**

TERMS OF REFERENCE (TOR)

१. परिचय/पृष्ठभूमि (Introduction/Background)

राज्य पुनर्संरचना पश्चात संघीय संरचनामा निर्धारण गरिएका ७ वटा प्रदेश मध्यको कर्णाली प्रदेशमा रहेका १० वटा जिल्ला अन्तर्गतकालिकोट जिल्ला विकासका दृष्टिकोणले दुर्गम तथा पिछडिएको जिल्लाको रूपमा परिचित छ। जिल्लाका साविकका ३० वटा गा.वि.स. र हालका ३ वटा नगरपालिका र ६ वटा गाउँपालिका मध्य जिल्लाको पुर्वि दक्षीण भागमा अवस्थित शुभकालिका गाउँपालिका समुन्द्र सतहदेखि ६०० मिटर देखि १९७९ मिटरसम्मको उचाईमा रहेको छ। शुभकालीका गाउँपालीका कालिकोट जिल्लाको सदरमुकाम मान्मावाट ढकोष दक्षीणमा अवस्थित रहेको यस गाउँपालीकाको पुर्वमा महावै गाउँपालीका, पश्चिममा दैलेख जिल्ला, उत्तरमा तिलानदी र खाँडाचक्र नगरपालीका र दक्षिणमा दैलेख जिल्ला पर्दछन्। यो गाउँपालीका ९७.३२ वर्ग कि.मी (९७३२ हेक्टर) क्षेत्रफलमा फैलिएको छ जसमा ६२५६.७७ हेक्टर बन क्षेत्र, २९४४.६६ हेक्टर कृषियोग्य जमिन, ०.०१ हेक्टर औद्योगिक क्षेत्र, ४२९.९४ हेक्टर अन्य क्षेत्र, १३.०१ हेक्टर सार्वजनिक प्रयोगका क्षेत्र, ४७.३५ हेक्टर आवास क्षेत्र र २७.९२ हेक्टर नदी तथा ताल तलैया क्षेत्रले ओगटेको पाइन्छ। गाउँपालीकामा ५७३ घरधुरी दलित, ७२ घरधुरी जनजाती र १४७८ घरधुरी बाहुन क्षेत्री गरी कुल २१२३ घरधुरी रहेका छन भने गाउँपालीकाको कुल जनसंख्या १४११७ रहेको छ जसमा महिला ६९७५ (४९.४० प्रतिशत) र पुरुष ७१७२ (५०.६० प्रतिशत) छन्। जातीय आधारमा विप्लेशन गर्दा ३८९१ जना दलित (महिला १९५२ र पुरुष १९४९) ४६२ जना जनजाती (महिला २१९ र पुरुष २४३) र ९७६४ जना बाहुन क्षेत्री (महिला ४८०० र पुरुष ४९६४) रहेका छन्। समग्र रूपमा विश्लेषण गर्दा यस गाउँपालीकामा बाहुन क्षेत्रीहरूको बाहुल्यता बढी रहेको छ। जसमा ६९.१६ प्रतिशत बाहुन क्षेत्री, ३.२७ प्रतिशत जनजाती र २७.५७ प्रतिशत दलित रहेका छन्। गाउँपालीकाका ८२ प्रतिशत मानिसहरू प्रत्यक्ष रूपमा कृषिमा आधारित छन् भने १८ प्रतिशत नोकरी र अन्य पेशामा संलग्न छन्। गाउँपालीकाको कुल साक्षरता दर ७८.७७ प्रतिशत रहेको छ जसमा महिला ६९.८१ प्रतिशत र पुरुष ६३.८६ प्रतिशत साक्षर रहेका छन्। जिल्ला स्वास्थ्य कार्यालय कालीकोटको रेकर्ड अनुसार यस गाउँपालीकामा विगत १ वर्षमा कुपोषण बाट प्रभावित भई विरामी भएर अस्पतालमा भर्नाका लागी दर्ता तथा उपचार गरिएको रेकर्ड अनुसार ३७ जना बालक र ४८ जना बालीका गरी जम्मा ८५ जना बालबालिकामा कुपोषणको लक्षण देखा परेको पाईएको छ।

गाउँपालिकामा रहेका अधिकांश घरपरिवारको वार्षिक आयको प्रमुख श्रोतका रूपमा कृषी व्यवशाय रहेको छ कुल जनसंख्याको ८२ प्रतिशत घरपरिवार कृषिमा आधारित छन। व्यवशायिक तथा आधुनिक कृषी प्रविधीको अभावका कारण यस गाउँपालिकाका अधिकांश यूवा जनशक्ति छिमेकी जिल्ला, काठमाडौ तथा भारतमा गएर ज्यामी काम गरी जिवन निर्वाह गर्न बाध्य रहेका छन। परम्परागत रूपमा खाद्यन्न उपभोग गर्ने तरिका परिवर्तन नभएको तथा उत्पादनमा व्यवशायिकिकरण हुन नसक्दा कृषी उपज उत्पादन, वितरण, वजारीकरणमा प्रत्यक्ष रूपमा प्रभाव पारेको छ।

२. कार्यक्रमको औचित्यता (Rationale of the Program)

उचित सिप, श्रोत र साधनको अभावले गर्दा रोजगारीको अवशर नपाई भौतारीएका युवाहरूले स्वदेशमै उद्यम गर्नका लागी केही गर्न खोज्दा पनि पछाडी पर्नुपर्ने बाध्यतात्मक परिस्थिती यस शुभकालिका गाउँपालिकामा विद्यमान रहेको छ। कृषिमा आधारित नेपालको अर्थतन्त्र र जम्मा जनसंख्याको ८० प्रतिशत जनसंख्या कृषी पेशामा संलग्न भएकै कारण नेपाललाई कृषी प्रधान देशका रूपमा चिनिन्छ। देशको मुख्य

आम्दानीको आधार भनेकै कृषी भएकोले सम्पूर्ण समुदायहरु कृषिमा भर पर्नु पर्ने स्थिति छ । परम्परागत कृषि प्रणाली भिरालो जमिन र जल तथा वातावरण परिवर्तनको असर , उन्नत विउ विजनको अभाव र आधुनीक प्रविधी तथा औजारहरुको अभाव जस्ता विभिन्न कारणहरुले देशलाई दिनहु पछाडी धकेलीरहेको छ । कालीकोट जिल्लाका उर्जाशिल युवाहरु रोजगारीको लागि दिनहुं हजारौको संख्यामा सुर्खेत, काठमाडौं, विदेश तथा छिमेकी देश भारतमा गई सामान्य ज्यालादारी श्रमीकको रुपमा काम गरिरहेका छन । आज कृषि तथा खेतीपातीमा महिलाहरुलाई मात्र जिम्मा लगाईएकोले गर्दा कृषिले फड्को मार्न सकिरहेको छैन । गाउँपालिकाका अधिकांश युवाहरु कामको खोजीमा जिल्ला बाहीर गई काम गर्दा ठगीने र कमाई ल्याएको पैशाले घरखर्च मात्रै धान्ने र बचाउन नसक्ने समस्या एकातीर छ भने छिमेकी देश भारत गई विभिन्न खालका रोगहरु ल्याई आफ्नो जिवन तथा घरपरिवार वर्वाद गर्न बाध्य रहेका छन । ग्रामिण स्तरका उद्यमशील तथा उद्यम गर्न इच्छुक युवाहरुलाई उचित सिप र श्रोत साधनको अभावका कारण हात बांधेर वस्नु परिरहेको तितो यर्थाथले अब यिनै रोजगारीको अवशर नपाई भौतारीएका युवाहरुलाई उचित सिप प्रदान गरि आयआर्जन व्यवसायमा संलग्न गराउनको लागि यो कार्यक्रमको औचित्य रहेको छ । प्रशस्त खेतिपाती गर्नको लागि जग्गा जमिन नहुने युवाहरुका लागि सिप विकासमा आधारित उद्यम संचालन गर्ने भएकाले पनि यो कार्यक्रम लाभदायिक हुने छ । घरमै बसेर व्यवशायिक रुपमा तरकारी खेती तथा व्यवशायिक पशुपालन व्यवशाय संचालन गर्न सकिएको खण्डमा युवाहरु उद्यमी बनी उनीहरुको आमदानी वृद्धी भई जिवन निर्वाहमा सहज पुग्ने देखीन्छ । सहकारीको स्थापना तथा विकासवाट स्थानीय युवाहरुमा वचत गर्ने वानीको विकास हुनुका साथै आत्म निर्भर हुने अवसर सिर्जना हुनेछ । आर्थिक तथा सामाजिक विकासका माध्यम बाट महिला उद्यमीहरुलाई शसक्त बनाउन सकियो भने मात्र विकासको लक्ष्य तथा उद्देश्यहरु पुरा हुने देखीन्छ ।

३. कार्यक्रमको लक्ष्य (Goal of Program)

उद्यमशील महिलाहरुलाई सीपमूलक तालीम तथा उद्यमशिलता विकासका माध्यमबाट गाउँपालिकाका महिला उद्यमीहरुलाई रोजगारी सिर्जना गरी उनीहरुको आयआर्जनमा वृद्धि गर्ने ।

४. कार्यक्रमका उद्देश्यहरु (Objectives of Program)

सिपमूलक तालीम तथा उद्यमशिलताको विकास गरी बेरोजगार मिला उद्यमिहरुलाई स्थानिय तहमै स्वरोजगार प्रदान गर्ने मुख्य उद्देश्य रहेको यस कार्यक्रमका अन्य उद्देश्यहरु निम्नानुसार रहेका छन ।

- महिला उद्यमिहरुको दैनिक जीवनमा आईपर्ने समस्या समाधानका लागी उनीहरुलाई आवश्यक व्यवशायिक सीप प्रदान गर्ने ।
- स्थानीय स्रोत साधनको समुचित परिचालन गरि युवाहरुलाई आयआर्जनका क्रियाकलापमा सरिक बनाई उद्यम संचालन गराउने ।
- महिलाहरुलाई उनीहरुको माग अनुसारका विभिन्न सिपमूलक तालिम संचालन गरी उद्यमशिलता तथा रोजगारी बढाउने ।
- स्थानीय स्तरमा संचालीत सहकारी हरुमा युवाहरुलाई सहभागी गराई उद्यम संचालन तथा नियमीत वचत गराउने वानीको विकास गराउने
- गाउँपालिकाको समग्र विकासमा महिला उद्यमिहरुलाई सहभागी गराई आर्थिक विकास तथा सामाजिक विकासमा सहभागी गराई सभ्य र सक्षम उद्यमी महिलाका रुपमा स्थापीत गराउने ।

५. कार्यक्रमका क्रियाकलापहरु (Activities)

गाउँपालिकाका ८ वटै वडाका ८० जना महिला युवा उद्यमीहरुको छनोट गरी उनीहरुको वर्तमान सिप, आवश्यकता र बजारको माग अनुसारका उद्यम तथा व्यवसाय संचालन गरी ८० जना उद्यमिहरुलाई स्वरोजगार प्रदान गर्ने कार्यक्रम संचालन गर्नका लागि परियोजना प्रस्तावना तयार गरिएको छ । प्रस्तावित कार्यक्रम लाई प्रभावकारी तथा दिगो बनाउनका लागि तपशील बमोजिमका क्रियाकलापहरु निर्धारण गरिएका छन् ।

Quotation for Consulting Service (Women Skill Development and entrepreneurship Promotion Program)

S.N	Activities/Program	Unit	Quantity	Specification
1	RM Level Coordination Meeting with Stakeholders	Times	1	1 Coordination meeting has been organized in Palika level with total 35 participants (Tea, Snacks, Stationary, Banner, material and allowance for participants)
2	Coordination Meeting with RM and Stakeholders for Enprepreneurship and Income Generation.	Times	2	Monthly 1 meeting (Jestha and Ashad) has been organized in Palika level with total 35 participants (Tea, Snacks, Stationary, Banner, material and allowance for participants)
3	3 Days Leadership Development Training for Women Empowerment	Times	1	3 days Leadership Development Training organized in RM level 3 participants from each 8 wards and Total 24 Participants (Tea, Snacks, Stationary, Banner, material and allowance for participants)
4	Entrepreneurs Group Formation and Management	No.	9	Total 9 Entrepreneurs Groups formation in RM (8 Groups in ward and 1 in Palika level)
5	Meeting for Identification and Analysis of Needs Technologis and instruments	Times	1	1 day meeting has been organized in Palika level with total 35 participants (Tea, Snacks, Stationary, Banner, material and Food allowance for participants)
6	SIYB Training	Event	5	7 days SIYB Training organized in Group level 16 participants from each 8 Group in 5 events and Total 80 Participants (Tea, Snacks, Stationary, Banner, material and Food allowance for participants)

7	Skill Development Training	10 each 8 wards and Total 80 Participants in different 5 Events		
7.1	Dhanka Weaving Advance Training (16 Persons) 15 days	Event	1	8 Participants from each ward 5 and 8 Total 16 Participants in Training (Tea/Snacks, Stationary, Trg. Materials, Banner, Fooding for Participants, Trainaiier cost and Management Reporting Cost)
7.2	Sewing Cutting Training (16 Persons) 15 days	Event	1	2 Participants from each 8 wards and Total 16 Participants in Training (Tea/Snacks, Stationary, Trg. Materials, Banner, Fooding for Participants, Trainaiier cost and Management Reporting Cost)
7.3	Weaving/ Hojiyari Training (16 Persons) 15 days	Event	1	2 Participants from each 8 wards and Total 16 Participants in Training (Tea/Snacks, Stationary, Trg. Materials, Banner, Fooding for Participants, Trainaiier cost and Management Reporting Cost)
7.4	Galaicha Weaving Training (16 Persons) 15 days	Event	1	2 Participants from each 8 wards and Total 16 Participants in Training (Tea/Snacks, Stationary, Trg. Materials, Banner, Fooding for Participants, Trainaiier cost and Management Reporting Cost)
7.5	Sisno Powder Training (16 Persons) 15 days	Event	1	2 Participants from each 8 wards and Total 16 Participants in Training (Tea/Snacks, Stationary, Trg. Materials, Banner, Fooding for Participants, Trainaiier cost and Management Reporting Cost)
Total of 7				
8	Technology Support for Entreprises Starting and Entrepreneurship Development			
8.1	Sewing Cutting (16 Persons)	Times	1	Support 10 sewing Machine (Pramod), 10 Kaichi (iron), Different Cloths for sewing 100 Mtr. and 5 Iron press (Electric and Koila).

8.2	Weaving/ Hojiyari (16 Persons)	Times	1	Support 55 kG Weaving Dhago with lachi (Thick and Thin mix) , Weaving kruss and kata 48 Pairs (Heavy Standard) and 1 piece Kaichi (Rpoe cutting plastic).
8.3	Galaicha Weaving (16 Persons)	Times	1	Support Taan Machine (Iron Made) 8 piece, Kaichi (Iron Standard) 6 piece and Galaicha weaving Rope 75 KG mix Colour.
8.4	Sisno Powder (16 Persons)	Times	1	Support Packaging Plastic (Heavy 500gm and 1 kg) 40 KG, Powder making Haate Chakka 8 Piece and Packaging Strappler (Electric) 2 Piece.
Total of 8				
9	Monitoring and evaluation	Times	2	Rural Municipality and Program Impelmentation Service Provider.
10	Reporting, Documentation and Staff Mobilization (Program Coordinator-1 and EDF-2)	Times	2	1 PC and 2 EDF Mobilization cost, Stationary for official utility/operation, reporting and documentation.

६. अनुगमन तथा मूल्याङ्कन (Monitoring and Evaluation)

६.१ अनुगमन (Monitoring)

प्रस्तावित महिला उद्यमशिलता विकास कार्यक्रमको प्रभावकारी कार्यान्वयन तथा समस्यालाई पहिचान गरी सोको निराकरणका लागि सम्बन्धीत निकायलाई सूचना दिन, तोकिएको उपलब्धि तोकिएको समयमै हासिल गर्न बाधा पुर्याउने गतिविधिहरु उपर निगरानी गर्न, पूर्व निर्धारित लागतका आधारमा स्रोत परिचालनमा मितव्ययिता कायम गर्न कार्यक्रम कार्यान्वयनको नियमित रुपमा अनुगमन गरिनेछ । स्थानीय तहले निर्धारण गरेको अनुगमन समिती वाट कार्यक्रमका संचालीत क्रियाकलापहरुको परिमाणात्मक र गुणात्मक प्रभावको मापन गर्नका लागि विभिन्न चरणमा नियमित रुपमा अनुगमन गरिनेछ । गाउँ कार्यपालीका, वडा, अनुगमन समिती लगायत उद्योग विकास शाखा र कार्यक्रम कार्यान्वयन गर्ने सरोकारवाला अन्य निकायहरुले समेत कार्यक्रमको अनुगमन गर्न सक्नेछन । गाउँकार्यपालीकाले गाउँपालीकाको उद्योग/उद्यम विकास शाखा हेर्ने कर्मचारीलाई यस कार्यक्रमको सम्बन्धीत स्थानीय तहमा अनुगमन गर्ने जिम्मेवार निकायको रुपमा तोकी अनुगमनको सम्पूर्ण जिम्मेवारी दिईनेछ ।

६.२ नतिजा मापन(Result Measure)

यस कार्यक्रमले तय गरेका लक्ष्य अनुसार नतिजा प्राप्त भयो भएन भनी मापन गर्नका लागि नियमित रूपमा कार्यक्रमको समीक्षा, अध्ययन, सूचना सङ्कलन र व्यवस्थापन गरिनेछ । यसका लागि गाउँपालिकाले उपयुक्त सूचकहरु तयार गरी नतिजा मापन वार्षिक रूपमा गर्नेछ । कार्यक्रमको नतीजा मापन गर्ने कार्यका लागि गाउँपालिकाको कर्मचारीलाई यस कार्यक्रमको सम्पर्क जिम्मेवारी व्यक्तीको रूपमा तोकी आवश्यक सम्पूर्ण कार्यको निगरानी गर्ने जिम्मा दिनेछ । साथै स्थानीय तहमा संचालीत लक्षित महिला उद्यमीहरुको नतिजा मापनका लागि सम्बन्धीत गाउँपालिकाले समन्वय र सहकार्यमा विभिन्न सुचकहरु तयार गरी नतीजा मापन योजना बनाउन सक्नेछ ।

६.३ प्रतिवेदन(Reporting)

कार्यक्रमद्वारा संचालीत क्रियाकलापहरुको गतिविधी र प्रगतीको नियमीत रूपमा प्रगती प्रतिवेदन कार्यक्रम कार्यान्वयन गर्ने पराशदाताले गाउँपालिकामा पेश गर्नेछ । उद्यम विकासका लागि तोकीएको कर्मचारीले सुरुवात र कार्यक्रमको समाप्तीको अवधीमा प्रगती विवरण सहीतको प्रतिवेदन तयार गर्नेछ । साथै कार्यक्रमको प्रभावकारीताका लागि सल्लाह, सुझाव तथा पृष्ठपोषणका आधारमा कार्यक्रमको प्रभावकारीताको मापन गरिनेछ । प्रस्तावित कार्यक्रमको अन्तिम वर्षमा योजना सम्पन्न प्रतिवेदन समेत तयार गरिनेछ ।

६.४ मूल्याङ्कन (Evaluation)

कार्यक्रमबाट निर्धारित लक्ष्य एवं उद्देश्यहरु हासिल भयो भएन भनी स्वतन्त्र र निस्पक्ष ढङ्गबाट कार्यक्रमका संचालीत क्रियाकलापहरुको लेखाजोखा गरी भविष्यमा कार्यक्रमलाई नतिजामुखी र प्रभावकारी बनाउनका लागि कार्यक्रमको मुल्यांकन गरिने छ । परामर्शदाता फर्म छनोट गर्दा निम्नानुसारको फर्मको क्षमताका आधारमा मुल्यांकन गरिने छ ।

Technical Evaluation Sheet					
S.N.	Particulars	Evaluation Remarks	Total Marks	Marks Distribution	
1. Specific experience of the consultants (as a firm) related to the assignment:.....[Maximum Marks 25]					
1.1	Successfully completion of skill training in any stream	Successfully completion of skill training	5	1 event: 2.5 marks 2 or more events: 5 marks	
1.2	Successfully completion of skill training in Women Capacity Development stream	Successfully completion of Women Capacity Development training	5	1 event: 5 Marks marks	
1.3	Completion of Capacity Development Plan/ Training	Completion of Cappacity Development/Related works	5	1 event equivalent to 1 marks Total 5 marks	

	Need Assessment /Capacity Development works			
1.4	Work experience in Karnali Province Women entrepreneurship development/ Skill Training	Work experience in Karnali Province and experience letter attached	10	1 consulting service equivalent to 5 mark 2 1 consulting service equivalent to 5 Marks Total 10 marks

2. work plan and methodology :.....[Maximum Marks 30]

2.1	Comments or suggestions on ToR and services	Not Significant	5	0
		Comments or Suggestion on RFP		1-5
2.2	Proposed Methodology : Methodology to perform the assignment	Not Significant	10	0
		General Methodology		1-5
		Clear Methodology without flow charts		5.1-7
		Clear Methodology with flow charts		7.1-10
	Proposed Methodology : Methodology of Training Conduction	Not Significant	10	0
		General Methodology		1-5
		Clear Methodology without flow charts		5.1-7
		Clear Methodology with flow charts		7.1-10
2.3	Proposed Schedule: Work schedule and Time Schedule with description	Not Significant	5	0
		Fairly justify the proposed methodology		1-1.5
		Moderately Justify the proposed methodology		1.5-3
		Relevant to proposed methodology		3.1-5

3.Qualifications and Experience of the key staff for the Assignment (35 Marks)

A.Program Coordinator (15 marks)

3.A.1 General Qualification	Master's degree in Business Administration, Management, or related field with minimum 10 years work experience (Years of experience will be counted from the date of the completion of Masters degree) CV and Document attach	5	5
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	Master's degree in Business Administration, Management, or related field with minimum 5 years work experience CV and Document attach		3
	Otherwise		0
3.A.2 Specific Experience	Experience in the execution of the assignment in the field of entrepreneurship development/skill training with attach document	5	Completion of a training event on Dhaka Textile weaving = 1 marks, Sewing cutting = 1 marks weaving hojiyari cutting = 1 marks galaicha weaving = 1 marks sisno power training = 1 marks Total 5 marks
3.A.3 Experience in region Karnali Province Or Experience in similar terrain	Experience in Conducting Projects local level of Karnali Province and related field attach document	5	Experience in Conducting Projects local level of Karnali Province and related field.

B1.Entrepreneurship Development Facilitator -1 (10 marks)

3.B1.1 General Qualification	Bachelor's degree in Business, Economics, or related field with more than 5 years experience (Years of experience will be counted from the date of the completion of Bachelors degree) CV and Document attach	5	5
	Bachelor's degree in Business, Economics, or related field with more than 3 years experience CV and Document attach		3
	Otherwise		0
3.B1.2 Specific Experience	Experience in the execution of the assignment in the field of entrepreneurship development/skill training	5	Completion of a training event on Dhaka Textile weaving = 1 marks, Sewing cutting = 1 marks weaving hojiyari cutting = 1 marks galaicha weaving = 1 marks sisno power training = 1 marks Total 5 marks

B2.Entrepreneurship Development Facilitator -2 (10 Marks)

3.B2.1 General Qualification	Bachelor's degree in Business, Economics, or related field with more than 5 years experience (Years of experience will be counted from the date of the completion of Bachelors degree) CV and Document attach	5	5
	Bachelor's degree in Business, Economics, or related field with more than 3 years experience CV and Document attach		3
	Otherwise		0
3.B2.2 Specific Experience	Experience in the execution of the assignment in the field of entrepreneurship development/skill training	5	Skill Development Training for Entrepreneurship Development 1 marks for each event 2 events:2 marks 3 events:3 marks 4 events:4 marks 5 events:5 marks Total 5 marks
4. Transfer of knowledge program or training.....[Maximum Marks 10]			
4.1 The idea of sharing know-how of the works highlights on dissemination of knowledge and training proposed by the consultant.	Not significant:No methods mentioned	10	0
	Significant:only some methods mentioned		1-5
	Highly significant: Methods, approach, description on Skill Transfer mentioned		5-10
	Total Score	100	
Total			

७. मानव श्रोतको व्यवस्थापन तथा परिचालन(HR Management and Mobilization)

नमुना कार्यक्रमका रूपमा रहेको यस उद्यमशिलता विकास कार्यक्रमलाई गाउँपालिकाका ८ वटै वडामा प्रभावकारी रूपमा संचालन गर्नका लागि समग्र रूपमा लिडरको रूपमा कार्यक्रम संयोजक र वडा तथा वस्ती स्तरमा कार्यक्रम कार्यान्वयनमा सहजिकरण तथा कक्ष्य तालिम प्याकेज संचालन र प्रशिक्षकहरूलाई सहजिकरण गर्नका लागि २ जना उद्यम विकास सहजकर्ताहरू परामर्शदाता मार्फत करारमा नियुक्त गरी परिचालन गरिने छ । करारमा नियुक्त कर्मचारीले परामर्शदाता फर्म, गाउँपालिकाका तथा प्रमुख प्रशासकीय अधिकृतको प्रत्यक्ष निर्देशन र मातहतमा रही गाउँपालिकाका विषयगत शाखाहरू तथा अन्य सरोकारवाला निकाय संग समन्वय र सहकार्य गरी कार्यक्रम कार्यान्वयन गर्नेछ । प्रविधिको पहिचाहन तथा सिप विकास तालिमका लागि सम्बन्धि विषयमा सिप तथा दक्षता हाँसिल गरेका दक्ष प्रशिक्षकहरू फर्मले परिचालन गरि सिप विकासका तालिमहरू संचालन गरिने छ । कार्यक्रमलाई पालिका स्तरमा प्रभावकारी कार्यान्वयनका लागि तपशिल बमोजिमका मानवश्रोत परिचाल गरिनेछ ।

क्र.सं.	पद	संख्या	समयावधि	शैक्षिक योग्यता	अनुभव	जिम्मेवारीहरु
१	कार्यक्रम संयोजक	१ जना	१ महिना	स्नातकोत्तर तह उत्तीर्ण	उद्यम विकासको क्षेत्रमा ५ देखि १० वर्षको कार्य अनुभव भएको । विभिन्न परियोजना तथा कार्यक्रमहरुमा कार्यक्रम संयोजकको रुपमा काम गरेको ।	कार्यक्रमको समग्र कार्ययोजना तयारी तथा कार्यान्वयनका लागि नेतृत्वदायी व्यक्तिको रुपमा जिम्मेवारी लिने, प्रतिवेदन तयारी कार्यक्रम मातहतका कर्मचारी परिचालन, समन्वय, सहकार्य, अनुगमन तथा सुपरिवेक्षण ।
२	उद्यम विकास सहजकर्ता	२ जना	१ महिना	स्नातक वा उद्यम विकास सहजकर्ताको योग्यता ।	उद्यम विकासको क्षेत्रमा २ देखि ५ वर्षको कार्य अनुभव भएको । विभिन्न परियोजना तथा कार्यक्रमहरुमा उद्यम विकास सहजकर्ताको रुपमा काम गरेको ।	क्षेत्र तालिम प्याकेजमा सहजिकरण, उद्यमी समुह गठन तथा परिचालन, फिल्ड स्तरको कार्ययोजना निर्माण तथा कार्यान्वयनमा सहजिकरण, समन्वय, वजारीकरणका सम्भावनाको खोजी, उद्यम संचालन तथा स्तरोन्नतीका लागि सहजिकरण ।

१० .कार्यस्थल र आवश्यक सरसामान)Work Place and Logistics)

छनौट हुने परामर्शदातालाई आवश्यक परेमा स्थानीय तहको कार्यालयमा बसी कार्य गर्ने व्यवस्था मिलाईनेछ । तर आवश्यक प नैं ल्यापट क्यामेरा तथा अन्य सरसामानको व्यवस्था छनौट हुने परामर्शदाता आफैले गर्नु पर्नेछ । कार्य गर्दा आवश्यक पर्ने यातायातको व्यवस्थापन परामर्श सेवा प्रदायक संस्था आफैले गर्नु पर्नेछ ।

११. कार्यक्रमको समय अवधि)Time frame of Program)

यस कार्यसम्पन्न गर्न परामर्श सेवा प्रदायक संस्थालाई डेढ) १ (महिना समय अवधि तोकिएको छ । परामर्शदाताले कार्य सुचारु गर्न पूर्व विस्तृत कार्य योजना समेत पेश गर्नु पर्नेछ ।

१२ .प्रतिवेदन बुझाउने प्रक्रिया (Reports Submission Process)

परामर्शदाताले बुझाउनु पर्ने प्रतिवेदनहरु नेपाली भाषामा हुनुपर्नेछ । प्रतिवेदनहरुमा प्रयोग हुने फोटो, नक्साहरु कलर प्रिन्ट हुनु पर्नेछ । परामर्शदाताले बुझाउनु पर्ने प्रतिवेदन र दिइनुपर्ने प्रस्तुतिहरु निम्न अनुसारका हुने छन ।

क्र स	प्रतिवेदन	प्रती	समय	कैपियत
१	प्रारम्भिक प्रतिवेदन (कार्ययोजना)	१	सम्झौता भएको ७ दिन भित्र ।	
२	अन्तिम प्रतिवेदन	१	कार्य सम्पन्न भए पश्चात आ व २०८२ अषाढ २० गते सम्ममा पेश गर्नु पर्नेछ ।	इ कपि समेत पेश गर्नु पर्ने छ ।

१३ .भुक्तानी प्रकृया (Payment Process)

छनौट भएको परामर्शदातालाई निम्न २ किस्तामा सम्झौता गरिएको रकम उपलब्ध गराइनेछ ।

(क (पहिलो किस्ता: सम्झौता सम्पन्न भई प्रारम्भिक प्रतिवेदन (कार्ययोजना (बुझाएपछि सम्झौता गरिएको कुल रकमको २० प्रतिशत रकम भुक्तानी गरिनेछ ।

(ख (दोस्रो किस्ता: सम्पूर्ण कार्य सम्पन्न गरेपश्चात, साथै अन्तिम कार्य सम्पादनको प्रतिवेदन पेश भए पछि ८० प्रतिशत रकम भुक्तानी गरिनेछ ।

१४ .सर्वश्रेष्ठ प्रस्तावको चयनको लागि मापदण्ड:

सर्वश्रेष्ठ प्रस्तावको चयनको लागि सार्वजनिक खरिद ऐनले दिएको निर्देशनको पालना गरी गुणस्तर विधि अपनाई प्रस्तावको मुल्यांकन गरिनेछ । जस अनुसार प्रस्तावदाताको सम्बन्धित मुख्य जनशक्तिको योग्यताको लागि ४०%, कामको अनुभवलाई ५०% र (क्षमता) १० प्रतिशत निर्धारण गरिएको छ । मुल्यांकन समितिले आवश्यक ठानेमा योग्यता तथा अनुभवका प्रमाणपत्र हरूको पुष्ट्याई गर्ने कागजातहरू माग गर्न सक्नेछ । प्रस्ताव मुल्यांकनमा ६० वा सो भन्दा बढी अंक प्राप्त गर्ने प्रस्तावदाताहरूको संक्षिप्त सूची प्रकाशन गरी प्रस्तावना पेश गर्न सुचना मार्फत जानकारी गरिनेछ ।

१५ .गोप्यनीयता (Confidentiality)

यस कार्यलयले परामर्शदाता संस्थालाई प्रदान गरिएको सबै जानकारी, तथ्यांकहरू, कागजातहरू यस कार्यलयको पुर्वलिखित स्वीकृती बिना कुनै तेस्रो पक्षलाई दिन वा प्रकाशन गर्न पाइने छैन । त्यस्तो गरेको पाइएमा प्रचलित कानून बमोजिम कारवाही गरिनेछ ।

Part II

SECTION 8. CONDITION OF CONTRACT AND CONTRACT FORMS

I. FORM OF CONTRACT

STANDARD FORM OF CONTRACT

Consultant's Services

Lump-Sum

Form of Contract

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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), the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract 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.

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name _____

Contract No. _____

Between

[Name of the Client]

And

[Name of the Consultant]

Dated: _____

I. 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]* (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (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 *[or has applied for]* a loan *[or grant or financing]* from the Donor Agency: toward the cost of the Services and intends to apply a portion of the proceeds of this *[loan/grant/financing]* to eligible payments under this Contract, it being understood that (i) payments by the Donor will be made only at the request of the Client and upon approval by the Donor; (ii) such payments will be subject, in all respects, to the terms and conditions of the *[loan/grant/financing]* agreement, including prohibitions of withdrawal from the *[loan/grant/financing]* 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 Donor, 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 *[loan/grant/financing]* agreement or have any claim to the *[loan/grant/financing]* proceeds;

[Note: Include Clause (c) only in case of donor-funded projects.]



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;
- (b) The Special Conditions of Contract;
- (c) Appendices: : *[Note: If any of these Appendices are not used, the words “Not Used” should be inserted next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]*

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

Appendix D: Form of Advance Payments Guarantee [Use only for donor-funded project only. Specify “Not Applicable” for GoN funded projects]

Appendix E: Medical Certificate

Appendix F: Minutes of Negotiation Meetings

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; Appendix A; Appendix B; Appendix C; Appendix D; Appendix E and Appendix F.

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]

[Note: If the Consultants consist of more than one entity, all these entities should appear as signatories, e.g., in the following manner].

For and on behalf of each of the members of the Consultant

[Name of member]

[Authorized Representative]

[Name of member]

[Authorized Representative]

[add signature blocks for each member]

II. GENERAL CONDITIONS OF CONTRACT

GCC is covered all the Clauses of SBD for Consulting Services under RFP


केन्द्र बहादुर शाही
वि. प्रमुख प्रशासकीय अधिकारी

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.1 and 6.2	The addresses are: As mentioned in Memorandum of Agreement Client: Consultant:
8.1	If the consulting firm is in JV, the Lead Member on behalf of the JV is N/A
9.1	The Authorized Representatives are: As mentioned in Memorandum of Agreement For the Client: For the Consultant:
12.1	Termination of Contract for Failure to Become Effective: The time period shall be as per Memorandum of Agreement
13.1	Commencement of Services: The number of days after the date of signing of agreement shall be 3(three) .
14.1	Expiration of Contract: As per TOR
21 b.	The Client reserves the right to determine 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
24.1	Limitation of the Consultant's Liability towards the Client: a. Except in the case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client: i. for any indirect or consequential loss or damage; and ii. for any direct loss or damage that exceeds (A) the total payments for professional fees and reimbursable expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher; (b) This limitation of liability shall not i. affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; ii. be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law of the Client's country.
25.1	The insurance coverage against the risks shall be as follows: NA
28.2	The Consultant shall not use these <i>documents</i> for purposes unrelated to this Contract without the prior written approval of the Client.
39.1	The Contract price is: As per Memorandum of Agreement VAT chargeable in respect of this Contract for the Services provided by the Consultant shall be paid by the Client to the Consultant.
42.2	The payment schedule: As per TOR

43.1	The proportion of payments retained is: N/A
45.1	The liquidated damage is 0.05% per day The maximum amount of liquidated damages is: 10% of the sum stated in the Agreement.

IV. APPENDICES

Appendix I: Term of Reference

[**Note:** This Appendix shall include the final Terms of Reference (TOR) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks or actions that require prior approval by the Client.

Insert the text based on the Section 7 (Terms of Reference) in the RFP and modified based on the Forms TECH-1 through TECH-5 in the Consultant's Proposal. Highlight the changes to Section 5 of the RFP]

Appendix II: Priced Bill of Quantities

[**Note:** This Appendix shall include the priced BoQ submitted by consultant during the submission of RFP]