

प्रस्तावना पत्र पेश गर्ने सम्बन्धमा अत्यन्त जरूरी सूचना

प्रथम पटक सूचना जारी मिति : २०७९/०९/१२

नेपाल सरकार तथा स्विजरल्याण्ड सरकारको सम्झौतामा भएको दिगो तथा सम्मानित रोजगारीका लागि सीप (ENSSURE) परियोजना दोस्रो अन्तरगत मिति २०७९।०८।१७ गते बसेको बैठकको निर्णय अनुसार आ. व. २०७९/०८० मा यस ठाकुरबाबा नगरपालिकाले कार्यगत अभ्यास सहित को १० महिने (१६९६ घण्टे) CTEVT Level-२ को तालिम तपसिल बमोजिम संचालन गर्नु पर्ने भएकाले इच्छुक तथा आधिकारिक तालिम प्रदायक संस्थाहरूबाट यो सूचना प्रकाशित भएको मितिले १५ दिनभित्र निर्धारित ढाँचा अनुसार शिलबन्दी प्रस्तावना यस कार्यालयमा कार्यालय समयभित्र पेश गर्नु हुन यो सूचना प्रकाशित गरिएको छ । प्रस्तावना बुझाउने अन्तिम दिन सार्वजनिक बिदा परेमा अर्को दिनलाई मान्य हुनेछ । प्रस्तावना बुझाउने बारे विस्तृत जानकारी Request for Proposal मा उल्लेख गरिएको जानकारी गराइन्छ ।

तपसिल (संचालन गर्नु पर्ने तालिम कार्यक्रमहरू):

१. Professional Light Vehicle Mechanic-२० जना,
२. Professional Computer Hardware and Network Technician-२० जना,

निवेदन साथ अनिवार्य रूपमा पेश गर्नु पर्ने कागजातहरू :

१. प्राविधिक तथा आर्थिक प्रस्तावना पत्र (छुट्टा छुट्टै शीलबन्दी खाममा)
२. संस्था कम्पनी ऐनमा दर्ता भएको प्रमाण पत्र
३. सम्बन्धित विषयमा १४००-१६९६ घण्टाको तालिम संचालनको लागि CTEVT बाट सम्बन्धन प्राप्त भएको प्रमाण पत्र
४. CTEVT द्वारा प्रमाणित कम्तिमा पनि ३९० घण्टाको व्यवसायिक तालिम संचालन गरेको तीन वर्षको कार्य अनुभव वा Pre-Diploma Course को भएमा कम्तिमा १ वर्षको कार्य अनुभव
५. VAT मा दर्ता भएको प्रमाण पत्र
६. पछिल्लो ३ वर्षको आर्थिक लेखापरीक्षण रिपोर्ट
७. गत आ. व. २०७८/०७९ को कर चुक्ता प्रमाण पत्रको प्रतिलिपि
८. पछिल्लो ३ वर्ष निरन्तर संस्था अद्यावधिक वा नवीकरण गरिएको प्रमाण पत्रको प्रतिलिपि
९. प्रचलित ऐन कानूनमा उल्लेख भएका अन्य कागजात
१०. Request for Proposal नगरपालिकाको कार्यालयबाट प्राप्त गर्न सकिनेछ । (Request for Proposal नगरपालिका कार्यालयको वेबसाइटबाट प्राप्त गर्न सकिनेछ)

नोट :- इच्छुक तालिम प्रदायक संस्थाले एक वा सोभन्दा बढी विषयमा प्रस्तावना पेश गर्न सक्नेछन तर छुट्टाछुट्टै विषयको छुट्टाछुट्टै प्राविधिक तथा आर्थिक प्रस्तावना पत्र खाममा राखी नियमानुसार पेश गर्नुपर्नेछ ।

प्रमुख प्रशासकीय अधिकृत

NOTICE OF REQUEST FOR PROPOSAL (RFP)

(First published on 27 December 2022)

FOR THE IMPLEMENTATION OF TRAINING WITH OJT (LEVEL II WITH 1696 HOURS) PROGRAM

Enhanced Skills for Sustainable and Rewarding Employment (ENSSURE) Phase II is a bilateral initiative of the Government of Nepal (GoN) and the Government of Switzerland. ENSSURE II seeks to institutionalize and scale up work-based learnings, mainly the Dual VET apprenticeship, in the federal system. The overall objective of ENSSURE II is to help **“Nepalese youths, women, and men, gain social and economic benefits from a federalized TVET system.”**

ENSSURE II is implemented by 3 tiers of government at Federal, Provincial and Local level with technical assistance from Helvetas Nepal. Helvetas Nepal provides TA to federal, provincial, and local governments through Project Support Unit (PSU) at Federal and Provinces.

In this connection, under ENSSURE -II, Thakurbaba Municipality invites request for proposals from interested and competent Training Providers having training facilities with adequate physical infrastructures and Human resources, to implement the Training with OJT (Level II with 1696 hours), program on Light vehicle mechanic for 20, Computer Hardware and Network technician for 20 as per the CTEVT’s curricula.

Interested bidders can download bid documents from www.thakurbabamun.gov.np . *Bidders can apply to more than one training but separate proposals should be submitted for each training package.* The bid documents should be submitted in one sealed envelope containing 3 separate envelopes of the following documents:

- i. Documents for eligibility,
- ii. Technical Proposal and
- iii. Financial Proposal.

The duly completed proposal should be submitted to the following address:

Thakurbaba Municipality
Bhurigaun, Bardiya Nepal

Phone:

The consultants will be selected following the Quality and Cost Based Selection (QCBS) method. The minimum score to pass the technical proposal is 60. The weightage of the technical proposal and financial proposal will be 80% and 20% respectively. Any inquiries other than necessary clarifications on the Request for Proposal (RfP) will not be entertained and any type of solicitation will automatically disqualify the bidder from the selection process. **Thakurbaba Municipality** reserves the right to accept or reject any or all proposals without stating any cause.

The deadline for the submission of the proposal is before 12:00 PM, 11th January 2023. In case of the last day of submission falls on a public holiday, then the next working day and same time shall be considered as the last date.

Eligibility Criteria

To be eligible in the selection process, the Training Institutes must fulfill the following eligibility criteria.

- a) Notarized copy of Firm's registration and updated in the office of the Company Registrar indicating at least three years standing of the firm/s;
- b) Notarized/self-attested copy of VAT registration.
- c) Notarized/self-attested copy of Valid CTEVT affiliation to conduct 1400-1696 hours training in a related occupation or Copy of Valid CTEVT affiliation to conduct the pre/diploma in a related occupation or Evidence of having conducted ENSSURE project's 1696 hrs. training program in the same occupation.
- d) Notarized/self-attested copy of Tax clearance certificate for the last fiscal years (2078/79)
- e) Notarized/self-attested copy of Audit report for the last three fiscal year (2076/077, 2077/078 & 2078/79)
- f) At least NRs. 2.5 million average annual turnovers in the last two years.
- g) Have evidence of conduction of CTEVT- certified vocational training programs of a minimum of 390 hrs. or Pre-diploma/Diploma or professional training courses of CTEVT during the last three years. (Verified with experience letter of CTEVT/NSTB)
- h) Self-Declaration made in writing by the training provider/s that it is not disqualified for taking part in the procurement proceedings, that it has no conflict of interest in the proposed procurement proceeding, and that it has not been punished for an offense relating to the concerned profession or business.

Standard Request for Proposal

**For Implementation of Training with OJT Program
ON
Light Vehicle Mechanic /Computer Hardware and Network
technician (Level 2 with 1696 hrs.)**

**Procurement of Consulting Services National Competition
Bidding**

Project: Enhanced Skills for Sustainable and Rewarding Employment (ENSSURE) Project-II

Financing Agency: Swiss Agency for Development and Cooperation (SDC)

Issued by:
Thakurbaba Municipality Office
Bhurighaun, Bardiya
Nepal

December 2022

Contents

Abbreviations	6
Instructions to Bidders for Technical Proposal:	7
Technical Proposal - Standard Forms	8
TECH A : TECHNICAL PROPOSAL SUBMISSION LETTER	9
TECH B : BIDDER'S REFERENCES	11
TECH C : WORKING EXPERIENCES IN TRAINING PROGRAM	13
TECH D : AVAILABLE INFRASTRUCTURE AND EQUIPMENT	13
TECH E : DESCRIPTION OF THE METHODOLOGY AND WORK PLAN TO PERFORM THE ASSIGNMENT	14
TECH F : TEAM COMPOSITION FOR PROPOSED ASSIGNMENT	15
TECH G : FORMATS OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF	16
TECH H : ACTIVITY (WORK) PLAN	17
TECH I : PROFESSIONAL PERSONNEL PLAN	18
Financial Proposal - Standard Forms	19
FIN A : FINANCIAL PROPOSAL SUBMISSION LETTER	20
FIN B : SUMMARY OF COST FOR ...[PROPOSED NO.]... TRAINEES	21
FIN C : DETAILED BREAKDOWN OF COST	22
Terms of Reference (TOR)	23
Form of Contract	30

Abbreviations

CV	-	Curriculum Vitae
CTEVT	-	Council for Technical Education and Vocational Training
DO	-	Development Partner
EA	-	Executive Agency
ENSSURE	-	Enhanced Skills for Sustainable and Rewarding Employment
EOI	-	Expression of Interest
GON	-	Government of Nepal
OJT	-	On-the-job Training
NSTB	-	National Skill Testing Board
PAN	-	Permanent Account Number
PPA	-	Public Procurement Act
PPR	-	Public Procurement Regulation
RfP	-	Request for Proposal
TNA	-	Training Need Assessment
TOR	-	Terms of Reference
TOT	-	Training of Trainers
TSLC	-	Technical School Leaving Certificate
VAT	-	Value Added Tax
TPs	-	Training Providers

Instructions to Bidders:

1. Any unclear points regarding this proposal submission process can be discussed and agreed on the pre-bid meeting. The clarification from Palika shall be published in the Palika's website or will be informed to all the bidders using appropriate means of communication within 5 days of the meeting so held.
2. All copies (every page) of the evidencing documents should be duly notarized/self-attested.
3. The bidders are supposed to submit the documents mentioned as the Mandatory requirements only in the ToR with this proposal.
4. Request for proposal should be submitted by a sole firm. Sub-contracting, Joint Venture, and franchising shall not be allowed.
5. The Bidders are requested to submit the documents in an appropriate order, duly compiled with a perfect hard binding copy. The proposal formats shall be in a serial order from TECH – A to TECH – I, CVs, and other required documents. We strongly advise not to attach unnecessary documents.
6. The Bidders shall be responsible for the consequences of any submitted fraudulent documents.

Technical Proposal - Standard Forms

- TECH A. TECHNICAL PROPOSAL SUBMISSION LETTER.**
- TECH B. CONSULTANT'S REFERENCES.**
- TECH C. SPECIFIC EXPERIENCE OF THE CONSULTANTS RELATED TO THE ASSIGNMENT**
- TECH D. AVAILABLE INFRASTRUCTURE AND EQUIPMENT (SUBJECT TO FIELD VERIFICATION)**
- TECH E. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN TO PERFORM THE ASSIGNMENT.**
- TECH F. TEAM COMPOSITION AND TASK ASSIGNMENTS.**
- TECH G. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF.**
- TECH H. ACTIVITY (WORK) SCHEDULE.**
- TECH I. PROFESSIONAL PERSONNEL PLAN**

TECH A : TECHNICAL PROPOSAL SUBMISSION LETTER

Date:

Thakurbaba Municipality/Enhanced Skills for Sustainable and Rewarding Employment (ENSSURE)-II

Bhurigaun, Bardiya

Subject: Submission of the Technical Proposal

Dear Sir:

We, the undersigned, offer our services to implement 1696 hours Training with OJT program on Light Vehicle Mechanic and Computer hardware and Network technician in accordance with your Request for Proposal dated **11th January 2023** and our Proposal. We are hereby submitting our technical proposal sealed under a separate envelope to serve 20 trainees.

Our proposal is binding upon us and subject to the modifications resulting from contract negotiations. We hereby confirm that our proposal is in accordance with the Standard Formats provided in the Request for Proposal (RFP).

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

Sincerely Yours,

Authorized Signature:

Name and Title of Signatory:

Name of Bidder:

Address:

Stamp of the Bidder:

Eligibility Assessment Criteria for Bidder

To be eligible in the bidding process, the training provider along with its consortium must meet the following criteria. **Please submit the eligibility assessment documents separately according to the following order.**

S.N	Particulars	The Documents to be Attached	Attached? (Yes or No)
1	Firm's registration and updated in the office of the Company Registrar indicating at least three years standing of the firm/s;	Notary certified copy of company registration	
2	VAT registration	Notary certified copy of VAT registration.	
3	Valid CTEVT affiliation to conduct 1400-1696 hours training in a related occupation or Copy of Valid CTEVT affiliation to conduct the pre/diploma in a related occupation or Evidence of having conducted ENSSURE project's 1696 hrs. training program in the same occupation.	Notary certified copy of CTEVT affiliation letter	
4	Tax clearance certificate for the last last fiscal years	Notary certified copy of tax clearance certificates of last fiscal year and audit report of FY 2076/077, 2077/078 and 2078/079	
5	At least NRs. 2.5 million average annual turnover based on audited financial statement of audit report of last two fiscal year		
6	Audit report of last Three fiscal year		
7	Have evidence of conduction of CTEVT-certified vocational training programs of a minimum of 390 hrs. or Pre-diploma/Diploma or professional training courses of CTEVT during the last three years. (Verified with experience letter of CTEVT/NSTB)	Notary certified copy of Experience letter of NSTB showing participation in Skill Test	
8	Self-Declaration made in writing by the training provider/s that it is not disqualified for taking part in the procurement proceedings, that it has no conflict of interest in the proposed procurement proceeding and that it has not been punished for an offence relating to the concerned profession or business	Original declaration Letter in the Letter Head of the TPs	

TECH B : BIDDER'S REFERENCES**B1. Background information****B1.1 General Information of Training Provider (TP)**

S.N.	Description			Remark
1	Name of the TP/Institute			
2	Address	District		
		Municipality/RM		
		Ward No.		
3	Contact Detail	Office Phone No.		
		Email Address		
4	Contact Person	Name		
		Designation		
		Mobile No.		
		Email address		

B1.2 Legal Information

1	Main Shareholders and Their Holding	Name	Shared Percentage	Remark
2	Head of Organization			
	Name			
	Home Address			
	Mobile			
	Email Address			
3	Company Registration Status	Registration Number		
		Registered Date		
4	CTEVT Affiliation (Related to the proposed training)	Affiliation No.		
		Date of Affiliation		
		Affiliated level and occupation/s		
		Validity Date		
5	VAT/PAN Registration	Registration No.		
		VAT No.		

B1.3. Brief Information of the Organization (Please provide brief information of the organization including, vision, mission, goal, areas of expertise, geographical experiences and Organizational Charts (Maximum 2 pages).

Introduction		
Vision		
Mission		
Goal		
Areas of Expertise	Trade	Occupation
Main Geographical Regions of Experience		
Organizational Chart including the full name of the Board of Directors		

Please provide information on the legally established branch offices, if applicable.

Information	Branch 1	Branch 2
District		
Municipality/RM		
Ward Number		
Office Telephone No.		
Contact Person's Name		
Contact Person's Designation		
Contact Person's Mobile Number		
Email		

(Please add more in this table if you have more than 2 branches in operation.)

B1.4. Financial Information of Training Provider (Please submit the copy of financial documents in ANNEX)

Description	FY 2076/077	FY 2077/078	FY 2078/079	Total	Remark
Annual turnover (NRs.) <i>(As per the audited financial statement)</i>					
Net profit (NRs.) <i>As per the audited financial statement)</i>					

B2. Understanding of the objective and expected output/outcome of the assignment.**B3. Comments and suggestion on Terms of Reference.****TECH C : WORKING EXPERIENCES IN TRAINING PROGRAM**

C1. General working experience in training program (e.g., L-1, L-2, L-3, 1400-1696 hours or pre/diploma etc.) imparted in last three fiscal years (2076/077, 2077/078 and 2078/079) (Please provide the information based on the record provided by NSTB only)

S.N.	Occupations	Program (e.g., L-1, L2, L-3, 1400-1696 Hours, Pre/Diploma etc.)	Number of Trainees Trained	Number of Trainees Passed Skill test or exam	Employment rate (%)	Training Location (Please mention the name of Palika, District and Province)	In which Fiscal Year training was conducted?
1							
2							
3							
4							
5							

(Please attach copies of experiences provided by NSTB only. Do not attach the copy of agreement)

C2. Specific training experience in same occupation (e.g., L-1, L-2, L-3, 1400-1696 hours or pre/diploma etc.) imparted in last three fiscal years (2076/077, 2077/078 and 2078/079) (Please provide the information based on the record provided by NSTB only)

S.N.	Occupations	Program (e.g., L-1, L2, L-3, 1400-1696 Hours, Pre/Diploma etc.)	Number of Trainees Trained	Number of Trainees Passed Skill test or exam	Employment rate (%)	Training Location (Please mention the name of Palika, District and Province)	In which Fiscal Year training was conducted?
1							
2							
3							
4							
5							

(Please attach copies of experiences provided by the NSTB only. Do not attach the copy of agreement)

TECH D : AVAILABLE INFRASTRUCTURE AND EQUIPMENT

Availability of Infrastructure: Office Building, Classrooms, Practical Workshop/labs, Library, Hostels for male and female, Toilets for male and female, furniture's, Safety Equipment/Provisions etc.

D1. Office space and training facilities

S.N.	Particular	Description	Unit (Number)	Size	Remark
1					
2					

3					
4					
5					

D2. Safety Equipment

S.N.	Particular	Description	Unit (Number)	Size	Remark
1					
2					
3					
4					
5					

D3. List of tools, equipment and training materials available

[Please mention the list of available teaching learning materials for those occupations in which you are intended to apply. You can add more rows where necessary.]

SN	Description	Quantity (No. Pieces, etc.)	SN	Description	Quantity (No. Pieces, etc.)
1			6		
2			7		
3			8		
4			9		
5			10		

D4. List of industries/companies accepting trainees for industry-based practices (OJT)

[Please mention the list of industries/companies who have accepted for providing industry-based practices in the proposed occupation. You can add more rows where necessary.]

SN	Name of Company	Number of Trainees accepted	In-company trainer/s confirmed (yes/no)	MOU signed (yes/no)

TECH E : DESCRIPTION OF THE METHODOLOGY AND WORK PLAN TO PERFORM THE ASSIGNMENT

(Please mention for both institute-based training and industry-based training)

E1. Preparation methodology

- Selection of industry and collaboration
- MoU sign with OJT providing industries
- Outreach strategy/social marketing
- Application collection and Orientation to applicants
- Selection of trainees
- Venue Management, Human resources management, Safety Measures/ Emergency Preparedness

E2. Implementation methodology

- Training implementation method (institute-based and industry-based)
- Work plan and personnel schedule

- *Management of institute-based*
- *Allocation of trainees and management of industry-based training*
- *Monitoring and performance evaluation methodology (institute-based and industry-based)*

E3. Post Implementation methodology

- *Skill test preparation and appear in NSTB skill test*
- *Job placement strategy*
- *Communication and reporting mechanism*

TECH F : TEAM COMPOSITION FOR PROPOSED ASSIGNMENT

3F1. Provide information on proposed staff for the program under this assignment.

S. N.	Proposed Position	Name	Qualification	ToT /instructional skills	Years of Experience
Key Experts:					
1	Training Coordinator				
2	Instructor 1				
3	Instructor 2				
....				
Additional Human Resources:					
1	Database Operator				
2	Placement and Monitoring Officer				

(Please add row as per the requirements)

Note:

CVs of the proposed staff, duly signed by the proposed professional staff and the authorized representative of the bidder must be attached for the evaluation. CV must be in the format given below in TECH G.

Please submit copies of the following certificates. If the same expert's CV is submitted by more than one bidder such a CV will not be evaluated in any bidder's favor.

1. *Highest qualification certificate*
2. *TOT/ instructional skills/managerial skills certificates and*
3. *Evidence of relevant experiences and similar tasks performed; based on the submitted CV.*

TECH G : FORMATS OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Training Institute: _____

Name of Staff: _____

Phone /Mobile No. of Staff (Mandatory): _____

Date of Birth: _____

Education:

[Summarize the degrees obtained, college and university and year of education completion of a staff member.]

Qualification	Institute/School/College	Year of Completion

Employment Record:

[Starting with present relevant position, list in chronological order every employment held. List all dates and positions held, names of employing organizations and major tasks performed,]

Position and Duration	Employer	Major tasks performed

Training:

[Summarize relevant training (TOT or Management and Supervision) successfully completed by staff member, giving names of training institution and duration.]

Training	Institute	Duration and Date

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe my qualifications, my experience, and myself.

Date:
[Signature of staff member and authorized representative of the consultant][Day/Month/Year]

Full name of staff member: _____

Full name of authorized representative: _____

Stamp of the bidder provider: _____

TECH H : ACTIVITY (WORK) PLAN

SN	Activity	<i>[1st, 2nd, etc. are months from the start of assignment.]</i>														
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	13 th	14 th	15 th

Signature: _____

(Authorized representative)

Full Name: _____

Title: _____

Address: _____

Cell no : _____

TECH I : PROFESSIONAL PERSONNEL PLAN

SN	Name	Position	Responsibility	<i>[1st, 2nd, etc. are months from the start of assignment.]</i>														
				1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	13 TH	14 th	15 th

Signature: _____

(Authorized representative)

Full Name: _____

Title: _____

Address: _____

Cell no : _____

Financial Proposal - Standard Forms

FIN A : FINANCIAL PROPOSAL SUBMISSION FORM

FIN B : SUMMARY OF COSTS

FIN C : DETAILED BREAKDOWN OF COST

FIN A :FINANCIAL PROPOSAL SUBMISSION LETTER

Date:

Thakurbaba Municipality / Enhanced Skills for sustainable and Rewarding Employment (ENSSURE)-II, Bhurigaun, Bardiya

Subject: Submission of the Financial Proposal

Dear Sir/Madam;

We, the undersigned, offer our services to implement 1696 hours Training with OJT program on [Name of Occupation].... occupation in accordance with your Request for Proposal dated 11th January 2023 and our Proposal. Our attached Financial Proposal is for the sum of NRs.....(Amount in words-----). to serve 20 trainees.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to the expiration of the validity period of the Proposal, i.e., ----/----/2022.

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

Sincerely Yours,

Authorized Signature:

Name and Title of Signatory:

Name of the Bidder:

Address:

Stamp of the bidder:

FIN B :SUMMARY OF COST FOR ...[PROPOSED NO.]... TRAINEES

Costs	Amount(s)	Amount in Figure (Mandatory)
Sub-total Training Cost (A. 1)		
Value Added Tax (VAT) (A. 2)		
Total Training Cost Including VAT (A. 3)		
Total Amount of Financial Proposal (A.3+B.1)		

FIN C : DETAILED BREAKDOWN OF COST

Financial Proposal for Training Courses with OJT

Name of Service Provider:

Address:

Occupation:

Training Duration: 1696 hrs (10 months)

Proposed number of participants = 20

S.N.	Particulars	Month	Quantity	Rate (NPR.)	Amount (NPR.)
A.	Direct Training Cost				
1	Remuneration				
1.1	Training Coordinator	10	1		
1.2	Instructor (Institute based)	7	2		
1.3	Instructor (During OJT)	3	1		
2	Teaching materials		20		
2.1	Consumable materials		20		
2.2	Non-consumable materials (Dep.)		20		
3	Other Support				
3.1	Advertisement & Selection				
3.2	Management and Administrative cost /months				
3.3	Utilities/months				
A.1	Sub-Total Training Cost				
A.2	VAT (13%)				
A.3	Total Training Cost Including VAT				
B.	Indirect Cost (Reimbursable Cost)				
1	Tiffin/day	260	1	75.00	19,500.00
2	Group personal accidental insurance		1	500.00	500.00
B. 1	Indirect Cost (Reimbursable Cost)				20,000.00
	Total Amount of Financial Cost (A.3+B.1)				

Note:

1. Local Government will recommend the skill test to NSTB based on the provided list of technical school/TP
2. Based on recommendation of Local Government, the cost of skill test will be paid directly to NSTB by the project/PSU

Authorized Signature

Date:

Office Stamp

Terms of Reference (TOR)

Conducting 1696 hrs. Training with OJT Program as per CTEVT's Professional Courses

1. Background

Enhanced Skills for Sustainable and Rewarding Employment (ENSSURE) II is a bilateral project of the Government of Nepal (GoN) and the Government of Switzerland. The 4 years long project commenced on 10 September 2021 and will conclude on 15 July 2025. The goal of the project is to support Nepalese youths, women, and men, to gain social and economic benefits from a federalized TVET system. To the end, the Project has been helping 3 spheres of government to assume their constitutional responsibilities in delivering TVET functions. Likewise, the project has been closely working with industries and their associations to reduce the mismatch in skills in demand and skills in supply, as well as improving the employability of skilled human resources.

Council for Technical Education and Vocational Training (CTEVT) is responsible for implementing the project activities at the federal level, which includes developing/updating the curriculum and developing various guidelines. At the province level, the Ministry of Education and Sports (MOES) implements the project activities which include implementing the Dual VET apprenticeship program. Likewise, municipalities are responsible for delivering project activities at the local level which includes implementing training with OJT among other activities. Helvetas Nepal is Technical Assistance (TA) Provider in the project. It is responsible for supporting 3 spheres of government to plan and implement the project activities and ensure their qualities.

Training need assessment (TNA) conducted by Thakurbaba Municipality has identified the Light Vehicle Mechanic and Computer hardware and Network technician as an occupation in high demand. Accordingly, the Thakurbaba Municipality is planning to conduct the 1696 hrs training with OJT on Light vehicle mechanic for 20 youths, Computer hardware and Network technician for 20 youths in the municipality. The primary target groups of the training are women and youths from disadvantaged groups. The Thakurbaba Municipality invites proposals from interested and qualified Training Institute to deliver the training as per the CTVET-approved curricula.

This ToR is prepared to conduct training for the targeted youth in the fiscal year 2079/080 and it provides guidelines to the aspiring Training Providers (TPs) about the scope, work, working process, deliverables and etc.

2. Objectives of the Assignment

The main objective of the assignment is to provide quality skill training to the youths (at least 60% from the disadvantaged group of which 55% are women) as per the CTEVT-approved Professional curricula, facilitating their skill test and placement to sustainable and rewarding employment.

3. Program Overview

Following is the overview of the program of this assignment.

Beneficiaries	Nepalese youth (16 years and above)
Training Hours	1696 Hrs. (Covering common module and technical module)
Practical V/S Theory	As provisioned in the CTEVT curriculum
Attendance	Minimum 90 percent to qualify for Skill Testing
Curriculum	CTEVT-approved professional course (Level II) in the related occupation
Duration of training/period	260 training days in 10 months training duration
Skill test	The TPs shall have the responsibility to conduct the skill test in the appropriate skill test center/location
Training delivery Model	Combination of center-based and industry-based (OJT)

4. Scope of Work

Based on the "कार्गयत अभ्याससहितको तालिम (Training with OJT) व्यावसायिक (Professional) तालिम कार्यक्रम कार्यान्वयन पुस्तिका २०७४ पहिलो संसोधन २०७८", the followings are major scope of work:

4.1 Pre-training stage:

- Submit inception report with detailed activity plan as per the format prescribed training implementation guideline.
- Conduct social marketing and outreach activities.
- Assure and manage appropriate training venue(s).
- Assign training implementing team including training coordinator and instructors.
- Develop a detailed training plan comprising OJT in association with the OJT providers.
- Select the trainees in coordination with different entities including local organizations.
- Manage other required logistics.
- Develop and maintain a code of conduct for the trainees.

4.2 During the training stage:

4.2.1. Centre-based training

- Submit commencement report within 15 days of commencement of training.
- Conduct training programs following the curriculum with 2 trainers for 20 trainees.
- Implement training programs according to the detailed training plan.
- Maintain a conducive environment for training including Occupational Health and Safety
- Provide tiffin and travel allowances to the trainees according to the provisions set out in the contract.
- Conduct and document performance evaluation of individual trainee
- Assist and cooperate with monitoring and supervision activities performed by all stakeholders.
- Prepare a detailed OJT plan in coordination with the In-Company Trainer of the OJT-providing industries.
- Assign OJT Supervisor for regular coordination, monitoring and supervision during the OJT period
- Submit progress reports and center-based training completion reports as per reporting requirements as mentioned in the contract agreement.

4.2.2. Industry-based training (OJT)

- Perform regular training supervision and monitoring activities by the OJT supervisor.
- Conduct and document performance evaluations of individual trainees.
- Assist and cooperate with monitoring and supervision activities performed by all stakeholders.
- Maintain all the training documents including the database.
- Submit progress reports as per reporting requirements as per the contract and training completion report to CTEVT/ENSSURE.

4.3. Post-training stage:

- Coordinate for conducting skill tests immediately after completion of training.
- Facilitate job placement of graduates through linkage with potential employers.
- Submit final report to concerned municipality/ENSSURE-II.
- Follow the provisions set out in the related documents.

5. Geographical Coverage:

The training program will be conducted within the geographical area of Palika. The Training Providers will implement the training in collaboration with industries/businesses at the local level for industry-based training (OJT).

6. Selection of Participants:

The Training Providers will follow the "कार्गयत अभ्यास सहितको तालिम (Training with OJT) व्यावसायिक (Professional) तालिम कार्यक्रम कार्यान्वयन पुस्तिका २०७४ पहिलो संसोधन २०७८". Representative from the industries must be involved in the trainee selection process. Priorities will be given to local applicants for the training program.

7. Duration of the Assignment:

The duration of this assignment will be of 15 months after signing the contract. The Training Providers will submit a detailed work plan along with a human resource plan including institute-based training and on-the-job training (industry-based).

8. Qualification of Key Experts

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

S. No.	Expert	Minimum Qualification and experience
Key Experts:		
1	Training Coordinator	Bachelor in any discipline with 3 years of specific experience in a related subject or Diploma in the related technical field with 3 years of specific experience.
2	Trainer 1/Trainer 2/ OJT Supervisor	Short Term Training Level-III/Diploma with TOT in the relevant occupation/subject with three years of specific experience If Level-III/Diploma is not available in an occupation: Level— II, TSLC with TOT and 3 years experience of the trainer or as per the curricula.
Additional Human Resources:		

1	Database Officer	+2 or equivalent with a minimum of 3 months of computer training from a recognized institution and 2 years of specific experience in the related field.
2	Monitoring and placement support officer	+2 or equivalent with a minimum of 2 years of specific experience in the related subject.

9. Physical infrastructure and Facilities Requirements

The Training Providers must have the adequate physical infrastructures and facilities for the training program as stated in the curriculum, such as well-equipped classrooms, practical labs, instructor's preparation room, restrooms, library, extra-curricular facilities and adequate tools, equipment and training materials, safety equipment/provisions as stated in the curriculum of CTEVT.

10. Roles, Responsibilities, and Limitations of Different Entities:

10.1 Palika

- Maintain effective communication with relevant stakeholders.
- Support Training Providers in conducting market assessment/training need assessment.
- Procure the service and award the contract to service providers
- Conduct monitoring and evaluation-related tasks under the program
- Provide necessary documents to service providers

10.2 Training Provider

The roles, responsibilities and limitations of Training Providers include the following in addition to the responsibility and job as prescribed in "कार्गयत अभ्याससहितको तालिम (Training with OJT) व्यावसायिक (Professional) तालिम कार्यक्रम कार्यान्वयन पुस्तिका २०७४ (प्रथम संसोधन २०७८)".

- Conduct outreach activities and social marketing focusing on the target group
- Submit a report to the Palika as per the reporting obligation
- Conduct regular interaction programs with industries and employers to increase prospects of employment.
- Ensure effective implementation of both off-the-job training and on-the-job training
- Select appropriate industry partners for conducting OJT
- Ensure safety measures throughout the training course
- Prepare training plan for center-based and industry-based training (OJT) in consultation with trainers and in-company trainers
- Conduct performance assessment according to the guidelines
- Appoint necessary human resources including Training Coordinators who will liaison with stakeholders
- Ensure the group personal accidental insurance to trainees covering the whole duration of the training period
- Provide opportunities to learn new technology wherever possible in order to increase the employability of trainees
- Maintain daily attendance records of trainers and trainees and other documents as required

- Devise an effective internal monitoring mechanism to ensure the quality and effectiveness of training
- Facilitate and coordinate with related employers for the job placement of trainees
- Follow the curriculum and procedures as approved by CTEVT
- Coordinate with NSTB for timely skill testing of the trainees
- Sign MoU with OJT providers for the OJT placement

10.3 OJT Providers

- Sign MoUs with Training Institute.
- Ensure safety measures throughout the course.
- Maintain communication with Training Providers and trainees.
- Support Palika in monitoring and evaluation.
- Prepare a training plan in consultation with the Training Institute.

10.4 Project support unit (PSU)/Helvetas Nepal

The PSU /Helvetas will be mainly responsible for providing technical assistance to the municipality to ensure the quality of the training.

- Participate in the joint monitoring of the training at the different stages, provide feedback to the training institutes based on the observation and provide monitoring reports to the municipality with recommendations for further action.
- Support in the training information dissemination and increase in outreach activities in order to increase the participation of disadvantaged groups and women
- Facilitate linkage between the training providers and the industries for industry-based training
- Support training providers to develop training progress reports, database operation, and management
- Support in capacity building of the training providers/industries.

10.5 Trainee

- Attend classes regularly (must maintain at least 90 percent attendance).
- Maintain discipline in the class/institution/industry.
- Co-operate with Palika/Training Providers in the information collection for baseline and follow-up surveys.
- Maintain the trainee's learning diary.
- Do and follow all the responsibilities and performance as per the prescribed guideline.

11. Monitoring Mechanism

The monitoring of the Training with OJT program will be carried out by different levels such as schools, the project, Local Governments, the Ministry of Education, and other related institutions. Training Providers will establish a dedicated monitoring unit for the purpose of monitoring project input, output, and outcomes. Training Providers will also monitor the activities during the training and OJT period. The results of monitoring will be used for planning purposes. The monitoring system will be integrated with the project Management Information System. Training Providers will have a system of storing information and will update websites regularly.

A decentralized monitoring team consisting of officials from LGs will be constituted to monitor the activities of professional training. The monitoring team will also consist of representatives from ENSSURE/Helvetas Nepal. The frequencies of monitoring will take place five times or as

per the Monitoring Guidelines of Training with OJT. The first visit by the monitoring team will be at the beginning of the program to verify that training institutions and industries have required physical and human resources as prescribed in the curriculum. At least two monitoring visits will take place during the institute-based training. The next monitoring visit will take place during the OJT placement and another monitoring will take place in the skill testing process. Standard templates will be developed for the purpose of getting information received during the monitoring process. The information collected during monitoring visits will be integrated with the project management information system. Ministry of Education will also monitor on a sample basis.

12. Expected Outputs/Outcomes

Unemployed Nepalese youth will receive training on training with the OJT program, as per CTEVT professional curricula, of which:

- 60% of the participants from the disadvantaged group of which 55% should be women
- 90% of the training participants are graduated
- 80% of the graduates are certified by NSTB.
- 80% of the graduates are gainfully employed in a related occupation.

13. Payment Schedule

The fund will be disbursed in 4 installments as per the schedule below:

Installment	Deliverables	Supporting documents/evidence	Weightage	Timeline
Mobilization	Contract signing	Contract signing paper Bank guarantee letter	20% of direct training cost	After signing the contract (To be settled in following I, II & III installment)
First	Commencement of center-based training	Training commencement report Batch-wise database report of enrolled trainees Memo printed from the database system.	20% of direct training cost	Within 15 days of training commencement based on enrolled trainees
Second	Institute-based training completed	Training progress report after center-based training completion OJT plan entry in the prescribed database system Attendance sheet of trainees Memo printed from the database system.	40% of direct training cost	After 7 months or 182 working days from the training commencement
Third	Industry-based training was completed and graduates participated in skill test	Training Completion report (including center-based training, and OJT details) Details of skill testing of NSTB/CTEVT Employment plan of graduates	30% of direct training cost	10 months or 260 working days from the training commencement
Last	Report of skill test result >80% and employment status	Final Report including employment status, Result sheet of skill test	10% of direct training cost	After skill test result publication

The above-mentioned installments will be paid based on the actual trainee record.
The reimbursable cost will be paid as per the actual basis of the attendance sheet of trainees.

14. Eligibility Criteria

To be eligible in the selection process, the Training Institutes must fulfill the following eligibility criteria.

- a) Notarized copy of Firm's registration and updated in the office of the Company Registrar indicating at least three years standing of the firm/s;
- b) Notarized copy of VAT registration.
- c) Notarized copy of Valid CTEVT affiliation to conduct 1400-1696 hours training in a related occupation or Copy of Valid CTEVT affiliation to conduct the pre/diploma in a related occupation or Evidence of having conducted ENSSURE project's 1696 hrs. training program in the same occupation.
- d) Notarized copy of Tax clearance certificate for the last two fiscal years (2077/78 & 2078/79)
- e) Notarized copy of Audit report for the last three fiscal year (2076/077, 2077/78 & 2078/79)
- f) At least NRs. 2.5 million average annual turnovers in the last two years.
- g) Have evidence of conduction of CTEVT- certified vocational training programs of a minimum of 390 hrs. or Pre-diploma/Diploma or professional training courses of CTEVT during the last three years. (Verified with experience letter of CTEVT/NSTB)
- h) Self-Declaration made in writing by the training provider/s that it is not disqualified for taking part in the procurement proceedings, that it has no conflict of interest in the proposed procurement proceeding, and that it has not been punished for an offense relating to the concerned profession or business.

15. Technical Proposal Evaluation Criteria

Evaluation of the bidders shall be done based on the QCBS method. The technical proposal will be evaluated under five categories with scores as shown in the table below making a total score of 100 points. The minimum score for proposal/s to be accepted is 60. The proposal/s will be ranked based on the total (technical and financial) score obtained. Thereafter, contract negotiation will be started with the top-ranked bidder. If the negotiation is successful, then a contract for this scope of work will be signed with the bidder. If negotiation with the top-ranked bidder fails, then the second-ranked bidder will be called for negotiation, and so on.

S.N.	Evaluation Criteria	Max. point Allocated
1	Conformity with technical proposal requirements	10
2	Experiences of the Bidder	20
3	Training facilities available	15
4	Program implementation methodology	20
5	Quality of proposed key staff	35
	Total	100

Form of Contract

CONTRACT

Consultant's Services

Lump-Sum

Form of Contract

Contract Agreement

Between

Thakurbaba Municipality

Bhurigaun, Nepal

And

M/s (P). Ltd.,

Consulting Services on:

“Implementation of Training with OJT program on Light vehicle mechanic
(Level II with 1696 hrs.)”

Dated: 27 December 2022

I. Form of Contract

LUMP-SUM

This CONTRACT (hereinafter called the “Contract”) is made the 9 day of the month of December, 2022, among, on the one hand, **Thakurbaba Municipality, Bardiya** (hereinafter called the “Client”) and, on the other hand,**[Name of Consultant]**..... (hereinafter called the “Consultant”).

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

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: Technical Proposal
 - Appendix C: Negotiated Financial Proposal
 - Appendix D: Reporting Requirements and Deliverables
 - Appendix E: Minutes of Selection Meetings
 - Appendix F: Not Applicable
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 WHERE OF, the Parties here to 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 **(Thakurbaba Municipality /Enhanced Skills for Sustainable and Rewarding Employment (ENSSURE)-II**

.....
Name: Ramhari Rijal
Chief Administrative Officer

.....
Name: Sita Bhandari
Technical Assistant (Witness)
Education Section

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

.....
Name:
Director	Training Co-ordinator (Witness)

II. General Condition of Contract

A. General Provisions

1. **Definitions**
- 1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) “Applicable Guidelines” means the policies of the Development Partner (DP) governing the selection and Contract award process, in case of DP funded project.
 - (b) “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.
 - (c) “Borrower [*or Recipient or Beneficiary*]” means the Government, Government agency or other entity that signs the financing [*or loan/grant/project*] agreement with the Development Partner.
 - (d) “Client” means [*procuring entity/the implementing/ executing*] agency that signs the Contract for the Services with the Selected Consultant.
 - (e) “Consultant” means a legally established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
 - (f) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
 - (g) “Day” means a working day unless indicated otherwise.
 - (h) “Development Partner (DP)” means the country/institution funding the project as **specified in the SCC**.
 - (i) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
 - (j) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
 - (k) “Foreign Currency” means any currency other than the currency of the Client’s country.
 - (l) “GCC” means these General Conditions of Contract.
 - (m) “Government” means the government of Nepal (GoN).

-
- (n) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
 - (o) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
 - (p) “Local Currency” means the currency of Nepal (NPR).
 - (q) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
 - (r) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
 - (s) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
 - (t) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
 - (u) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
 - (v) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law of Nepal.

4. Language

4.1. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

-
- 5. Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.
6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
- 7. Location** 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 8. Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.
- 10. Corrupt and Fraudulent Practices** 10.1 The GoN/DP requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in **Attachment 1** to the GCC.
- a. Commissions and Fees** 10.2 The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or the other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions and gratuities may result in termination of the Contract.

B. Commencement, Completion, Modification and Termination of Contract

- 11. Effectiveness of Contract** 11.1 This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the

Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.

- 12. Termination of Contract for Failure to Become Effective** 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than thirty (30) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the effective date as specified in SCC or such other time period as the parties may agree in writing.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 17. Force Majeure**
- a. **Définition** 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

17.5. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

17.6. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.7. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fifteen (15) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

d. Extension of Time (EoT)

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

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

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.10. The Consultant shall submit an application to the Client for extension of time, stating the causes for delay with supporting evidence within seven (7) calendar days before the expiry of the Contract completion date. The approval of EoT shall be subject to verification by the Client whether:

- (a) the consultant had made the best possible efforts to complete the work in due time,
- (b) the facilities to be provided by the Client as per the contract to the Consultant was made in time or not,
- (c) the delay was as a result of Force Majeure or not.

18. Suspension

18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

19.1 This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

19.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); and at least sixty (60) calendar days' written notice in case of the event referred to in (e):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 52.1;

-
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
 - (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
 - (f) If the Consultant fails to furnish the professional liability insurance within 30 days from the date of signing of the contract agreement.

19.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive *[or obstructive]* practices, in competing for or in executing the Contract, then the Client may, after giving fifteen (15) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 52.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 52.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 23, (iii) the Consultant's obligation to permit inspection,

copying and auditing of their accounts and records set forth in Clause GCC 26, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 28 or GCC 29.

e. Payment upon Termination

19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, other expenses and provisional sums for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. Obligations of the Consultant

20. General

a. Standard of Performance

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be

approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

**b. Law
Applicable to
Services**

20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

a.

20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

- (a) as a matter of law or official regulations, Client's country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Client's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6 The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

**21. Conflict of
Interests**

21.1 The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

**a. Consultant
Not to Benefit
from
Commissions,
Discounts, etc.**

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with any applicable procurement guidelines as per the prevailing Public Procurement Act and Regulations of the GoN (or of the Donors/funding agencies) and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

-
- b. Consultant and Affiliates Not to Engage in Certain Activities**
- 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- c. Prohibition of Conflicting Activities**
- 21.1.4 The Consultant shall not engage, and shall cause their Personnel as well as its Sub-consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:
- a. during the term of this Contract, any business or professional activities in Nepal which would conflict with the activities assigned to them under this Contract; and
 - b. after the termination of this Contract, such other activities as may be specified in the SCC
- d. Strict Duty to Disclose Conflicting Activities**
- 21.1.5 The Consultant has an obligation and shall ensure that its Personnel and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the termination of its Contract.
- 22. Conduct of Consultants**
- 22.1 The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and GoN's Procurement Act and Regulations.
- 22.2 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 :
- (i) give or propose improper inducement directly or indirectly,
 - (ii) distortion or misrepresentation of facts
 - (iii) engaging or being involved in corrupt or fraudulent practice
 - (iv) interference in participation of other prospective consultants.
 - (v) coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,
 - (vi) 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.
 - (vii) 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 then notification of award of contract
23. Confidentiality	23.1 The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.
24. Liability of the Consultant	24.1 Subject to additional provisions, if any, set forth in the SCC , the Consultant's liability under this Contract shall be as determined under the Applicable Law.
25. Insurance to be Taken out by the Consultant	25.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC , and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. 25.2 The Consultant shall take out and maintain professional liability insurance within 30 days of signing of the contract agreement.
26. Accounting, Inspection and Auditing	26.1 The Consultant shall keep and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs. 26.2. The Consultant shall permit and shall cause its Sub-consultants to permit, the Client/DP and/or persons appointed by the Client/DP to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client/DP if requested by the Client/DP. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Client/DP's inspection and audit rights provided for under this Clause GCC 26.2 constitute a prohibited practice subject to contract termination.
27. Reporting Obligations	27.1 The Consultant shall submit to the Client the reports and documents specified in Appendix A , in the form, in the numbers and within the time periods set forth in the said Appendix.
28. Proprietary Rights of the	28.1 Unless otherwise indicated in the SCC , all reports and relevant data and information such as maps, diagrams, plans, databases, other

**Client in
Reports and
Records**

documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

28.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

**29. Equipment,
Vehicles and
Materials**

29.1 Equipment, vehicles and materials made available to the Consultant by the Client or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

29.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. Consultant's Experts and Sub-Consultants

**30. Description of
Key Experts**

30.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

**31. Replacement of
Key Experts**

31.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

31.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death

or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

32. Removal of Experts or Sub-consultants

32.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive *[or obstructive]* practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

32.2 In the event that any of Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

32.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

E. Obligations of the Client

33. Assistance and Exemptions

33.1 Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit

to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.

- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

34. Access to Project Site

34.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

35. Change in the Applicable Law Related to Taxes and Duties

35.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 42.1

36. Services, Facilities and Property of the Client

36.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

36.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 42.3.

37. Counterpart Personnel

37.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

37.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 42.3.

37.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

38. Payment Obligation

38.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by GCC F below.

F. Payments to the Consultant

39. Contract Price

39.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.

39.2 Any change to the Contract price specified in Clause 39.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

40. Taxes and Duties

40.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

41. Currency of Payment

41.1 Any payment under this Contract shall be made in the currency (ies) specified in the **SCC**.

42. Mode of Billing and Payment

42.1 Billings and payments in respect of the Services shall be made as follows:

- (a) Advance payment. Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the **SCC**. An advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or

currencies) specified in the **SCC**. Such guarantee (i) is to remain effective thirty (30) days after the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal instalments against the statements for the number of months of the Services specified in the **SCC** until said advance payments have been fully set off.

- (b) *The Itemized Invoices.* As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 45 and GCC 46 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.
- (c) The Client shall pay the Consultant's invoices less retention money within thirty (30) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.
- (d) *The Final Payment.* The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory forty-five (45) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such forty-five (45) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for

reimbursement must be made within ninety (90) days after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.

- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

43. Retention a. The Client shall retain from each payment due to the Consultant the proportion stated in the **SCC** until Completion of the whole of the Works.

b. One half the total amount retained shall be repaid to the Consultant at the time of the payment of the Final Bill pursuant to GCC Clause 46.1 (d).and the remaining half shall be paid to the consultant within 15 days after submission of document issued by the concerned Internal Revenue Office that the consultant has submitted his Income Returns.

44. Interest on Delayed Payments a. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

45. Liquidated Damages a. The Consultant shall pay liquidated damages to the Client at the rate per day stated in the **SCC** for each day that the completion of services is later than the Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. Beyond this limit the contract may be terminated by the Client. The Client may deduct liquidated damages from any payments due to the Consultant. Payment of liquidated damages shall not affect the Consultant's liabilities.

G. Fairness and Good Faith

46. Good Faith 46.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. Settlement of Disputes

47. Amicable Settlement 47.1 The Parties shall use their best efforts to settle seek to resolve any dispute amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.by mutual consultation.

-
- 48. Dispute Resolution** 48.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably within thirty (30) days after receipt by one party of the other Party's request for such amicable settlement may be referred to by either Party to the arbitration in accordance with the provisions specified in the **SCC**.

I. Blacklisting

- 49. Blacklisting** 49.1 Without prejudice to any other right of the Client under this Contract, 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.
- a) if it is proved that the consultant committed acts pursuant to GCC 22.2,
 - b) if the Consultant fails to sign an agreement pursuant to Information to Consultants Clause 29.3,
 - 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 work 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 consultant from participating in the assignment.
 - 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.

49.2 A Consultant declared blacklisted and ineligible by the Public procurement Office, and or concerned Development Partner in case of donor funded project, shall be ineligible to participation the selection process during the period of time determined by the PPMO, and or the concerned Development Partner.

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	<p>The addresses are:</p> <p>Client : Thakurbaba Municipality /ENSSURE, Bardiya</p> <p>Attention : Ramhari Rijal Chief Administrative Officer (Authorized Representative)</p> <p>Phone: 16608442005</p> <p>E-mail : thakurbabamun@gmail.com</p> <p>Contact person: Sita Bhandari</p> <p>Consultant:, Director Phone : E-mail :</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state "N/A";</i></p> <p>OR</p> <p><i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is NA</p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client:Thakurbaba Municipality</p> <p>Name and Consultant:</p>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be <u>Two Months (60 days) from the date of contract signed</u></p>

13.1	<p>Commencement of Services:</p> <p>The number of days shall be 15 days .</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract:</p> <p>Unless terminated earlier pursuant to clause 12.1 hereof, this contract shall be valid till 13th month after the date of agreement.</p>
21 b.	<p>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</p>
21.1.4 (b)	<p>Additional Prohibition of Conflicting Activities if any NA</p>
24.1	<p>“Limitation of the Consultant’s Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful 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:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(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;</p> <p>(b) This limitation of liability shall not</p> <p>(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;</p>

	(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 b.	Not Applicable															
28.1	Not Applicable															
28.2 c.	Not Applicable															
42.2	The ceiling in local currency is NRs 24,80,000/- (Twenty Four lakhs Eighty thousand Only) inclusive of Value Added Tax (VAT).															
44.1	The interest rate is: 8%															
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.															
46.1(a)	<p>The following provisions shall apply to the advance payment and the advance payment guarantee:</p> <p>Payment Schedule: Payments shall be made upon the Client's receipt of invoices defining the number of beneficiaries served times the agreed per day per beneficiary cost (Amount) of Appendix C and less. The following Schedule will be followed for the payment;</p> <table border="1"> <thead> <tr> <th>Installment</th> <th>Deliverables</th> <th>Supporting documents/evidence</th> <th>Weightage</th> <th>Timeline</th> </tr> </thead> <tbody> <tr> <td>Mobilization</td> <td>Contract signing</td> <td>Contract signing paper Bank guarantee letter</td> <td>20% of direct training cost</td> <td>After signing the contract (To be settled in following I, II & III installment)</td> </tr> <tr> <td>First</td> <td>Commencement of center-based training</td> <td>Training commencement report Batch-wise database report of enrolled trainees Memo printed from the database system.</td> <td>20% of direct training cost</td> <td>Within 15 days of training commencement</td> </tr> </tbody> </table>	Installment	Deliverables	Supporting documents/evidence	Weightage	Timeline	Mobilization	Contract signing	Contract signing paper Bank guarantee letter	20% of direct training cost	After signing the contract (To be settled in following I, II & III installment)	First	Commencement of center-based training	Training commencement report Batch-wise database report of enrolled trainees Memo printed from the database system.	20% of direct training cost	Within 15 days of training commencement
Installment	Deliverables	Supporting documents/evidence	Weightage	Timeline												
Mobilization	Contract signing	Contract signing paper Bank guarantee letter	20% of direct training cost	After signing the contract (To be settled in following I, II & III installment)												
First	Commencement of center-based training	Training commencement report Batch-wise database report of enrolled trainees Memo printed from the database system.	20% of direct training cost	Within 15 days of training commencement												

				based on enrolled trainees
Second	Institute-based training completed	Training progress report after center-based training completion OJT plan entry in the prescribed database system Attendance sheet of trainees Memo printed from the database system.	40% of direct training cost	After 7 months or 182 working days from the training commencement
Third	Industry-based training was completed and graduates participated in skill test	Training Completion report (including center-based training, and OJT details) Details of skill testing of NSTB/CTEVT Employment plan of graduates	30% of direct training cost	10 months or 260 working days from the training commencement
Last	Report of skill test result >80% and employment status	Final Report including employment status, Result sheet of skill test	10% of direct training cost	After skill test result publication

The above-mentioned instalments will be paid based on the actual trainee record.

Mobilization cost: The mobilization cost payment of 20% of the total amount of **direct training cost** shall be made after the signing of contract and the mobilization cost will be adjusted following in first, second and third installment. The payment will be made upon the submission of following required documents:

- Contract signing paper
- Bank guarantee letter

First Instalment: The first instalment payment of 20% of the total amount of **direct training cost** shall be made within 15 days of training commencement based on the enrolled trainees and upon submission of following required documents:

- Training commencement report.
- Database report:
 - (i) Proposed On-the-Job Training (OJT) provider list,
 - (ii) Batch wise details of trainees,
 - (iii) Payment request memo for direct training cost .

Second Instalment: The second instalment payment shall be made of 40% of direct cost after 7 months or 182 working days from the training commencement. Client must receive following documents/reports and invoices:

- Training progress report after centre-based training completion.
- Database report:
 - (i) OJT plan entry in prescribed database system
 - (ii) Batch wise progress report of training of 182 working days
 - (iii) Payment request memo for direct training cost

Third Instalment- The third instalment payment shall be of 30% of direct cost after 10 months or 260 days of training commencement. Client must receive following documents/reports and invoices:

- Training Completion report (including center-base training, OJT details),
- Skill testing of NSTB/CTEVT,
 - Employment plan of graduates

- Database report:
 - (i) OJT plan entry in prescribed database system,
 - (ii) Batch wise progress report of training of 182 working days,
 - (iii) Payment request memo for direct training cost.

Supporting documents of all above mentioned memos and reports such as detail of trainees, trainees' skill test attendance, skill test certified letter of NSTB, receipt of skill test fees paid to NSTB, and VAT bill issued by service provider.

Supporting documents of all above mentioned memos and reports such as monthly attendance sheet, monthly allowance receipt of trainees, trainees' skill test attendance, skill test certified letter of NSTB, receipt of skill test fees paid to NSTB, and VAT bill issued by service provider for reimbursement of personal protective equipment's (Apron, Helmet etc) and skill testing material cost.

Last instalment- The fourth instalment payment shall be made of 10% of direct cost upon the Client's receipt of following documents/reports and invoices:

- Final Report including employment status generated from database.
- Result sheet of skill test demonstrating more than 80% (supporting documents such as skill test result sheet of NSTB – individual and summary).
- Payment request memo for direct training cost generated from database.

Reimbursement of allowances to trainees:

(i) **Tiffin allowance:** The service provider must provide allowance to the trainees at the end of each month based on number of days present and verified by the monitoring team, which will be reimbursed upon submission of below documents and report:

- Monthly attendance sheet of trainees,
- Monthly tiffin allowance received signed by trainees in given format,
- Monthly payment request memo for tiffin allowance distribution generated from database,
- and verification of copy of trainees' attendance in given format, and report generated from database.

Tiffin allowances of trainees whose number of absent days is less than 26 are entitled to receive training allowances which will be part of reimbursement of allowance of the last month. It is responsibility of the service provider to provide this amount to respective trainees.

Dropout The trainees whose cumulative absent days is more than 26 days will be considered as dropout at any point of training duration. The service provider and dropout trainees are not entitled to claim or receive any related training cost and allowances from the date assigned as dropout. Such trainees will not be eligible to appear for skill test.

(ii) **Group personal accidental insurance:** The service provider must provide the facility of group personal accidental insurance within the 15 days of training commencement. The payment shall

	<p>be made based on evidence (receipt) of the group accidental insurance of the trainees.</p> <p>Note: In case of the service provider's request on extension of time period to submit the project completion report, the project can extend time up to 2 months. However, the service provider is responsible to manage the cost of skill testing in second time.</p> <p>If the service provider is unable to complete the agreed number within the given time frame, written information with justification should be given to the client.</p>
46.1(e)	The Consultant's accounts information:
48	<p>(b) Contracts with domestic consultants:</p> <p>Arbitration shall be conducted in accordance with Nepal Arbitration Act</p>
49.1	<p>The liquidated damages is: 0.05% per day.</p> <p>The maximum amount of liquidated damages is: 10% of the sum stated in the Agreement</p>

IV. Appendices

Appendix A—Terms of Reference

Appendix B—Technical Proposal

Appendix C—Breakdown of Negotiated Contract Price

Appendix C— Minutes of Negotiation Meetings

Appendix D: Reporting Requirements and Time Schedule for Deliverables

- a. Training commencement Report: Within 15 days of training start (Batch wise).
- b. Progress Report 1: After 7 months of the training start (Batch wise) including progress of institute-based training
- c. Progress Report 2: After 10 months of the training start (Batch wise) including progress of institute based and OJT and skill testing conduction.
- d. Project Completion Report: After the result publication of NSTB.