

REQUEST FOR PROPOSALS

RFP No.: RERP-CS-VST-3-01/2079/780

Consulting Service for delivering vocational training and employment services for targeted Youths under Rural Enterprises and Remittances Project, SAMRIDDHI



Government of Nepal
Ministry of Industry, Commerce and Supplies
Rural Enterprises and Remittances Project (SAMRIDDHI)
Itahari, Sunsari

Financing Agency: International Fund for Agricultural Development (IFAD)
(IFAD Loan No:2000000701 and Grant No.:2000000702)

Issued on: 23rd October 2022



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PART I

Section 1. Letter of Invitation

RERP-CS-VST-3-01/2079/80 (Loan/Grant No. 2000000701 & 2000000702)

[insert: Location and Date]

[Insert: Name and Address of Consultant.]

Dear Mr./Ms.:

1. Government of Nepal (GoN) *has received a loan and grant* from International Fund for Agricultural Development (IFAD) toward the cost of Rural Enterprises and Remittances Project (RERP) “SAMRIDDHI” and intends to apply a portion of this grant to eligible payments under this Contract for which this Request for Proposals is issued. Payments by the IFAD will be made only at the request of the Borrower and upon approval by IFAD, and will be subject, in all respects, to the terms and conditions of the loan/grant agreement. The loan/grant agreement prohibits a withdrawal from the loan/grant account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of IFAD, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the loan/grant agreement or have any claims to the proceeds of the loan/grant.
2. The Client now invites proposals to provide the following consulting services (hereinafter called “Services”): for delivering vocational training and employment services for targeted Youths. More details on the Services are provided in the Terms of Reference (Section 7).
3. This Request for Proposals (RFP) has been addressed to the shortlisted Consultants from the EOI process. The list of the shortlisted consultants is published in the SAMRIDDHI website: rerp.moics.gov.np
4. It is not permissible to transfer this invitation to any other firm, such as Consultant’s parent companies, subsidiaries and affiliates. The Client will reject a Proposal if the Consultant drops a JV partner without the Client’s prior consent, which is given only in exceptional circumstances, such as blacklisting of the JV partner or occurrence of Force Majeure.
5. A firm will be selected under **Quality Based Selection (QBS)** method and in a Full Technical Proposal (FTP) format as described in this RFP.
6. The RFP includes the following documents:

Section 1 - Letter of Invitation



Section 2 - Instructions to Consultants and Data Sheet
Section 3 - Technical Proposal - Standard Forms
Section 4 - Financial Proposal - Standard Forms
Section 5 – Eligible Countries
Section 6 – IFAD’s Policy – Corrupt and Fraudulent Practices
Section 7 - Terms of Reference
Section 8 - Condition of Contract and Contract Forms (Lump-Sum)

7. Please inform us by 31st October 2022, in writing at Project Management Office, Itahari 20, Sunsari or by E-mail in info.rerp@moics.gov.np
- (a) that you received the letter of invitation; and
- (b) whether you will submit a proposal alone or in association with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).
8. Details on the proposal’s submission date, time and address are provided in Clauses 17.8 of the ITC.

Yours sincerely,

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Saroj Prasad Guragain
Project Manager
Project Management Office
Rural Enterprises and Remittances project, SAMRIDDHI
Itahari-20, Sunsari, Nepal.
Phone: 025-476473 or 476476
Email: info.rerp@moics.gov.np



Section 2. Instructions to Consultants and Data Sheet

[“Notes to the Client”: this Section 2 - Instructions to Consultants shall not be modified. Any necessary changes to address specific country and project issues, to supplement, but not over-write, the provisions of the Instructions to Consultants (ITC), shall be introduced through the Data Sheet only. “Notes to the Client” should be deleted from the final RFP issued to the shortlisted Consultants].

A. General Provisions

1. Definitions	<p>(a). “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.</p> <p>(b). “Applicable Guidelines” means the policies of the Development Partner governing the selection and Contract award process, in case of DP funded project. “Applicable Law” means the laws and any other instruments having the force of law in Nepal as they may be issued and in force from time to time.</p> <p>(c). “Borrower [or Recipient or Beneficiary]” means the Government, Government agency or other entity that signs the financing [or loan/credit/grant/project] agreement with the Development Partner.</p> <p>(d). “Client” means the [procuring entity/implementing/ executing agency] that signs the Contract for the Services with the selected Consultant.</p> <p>(e). “Consultant” means a legally established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.</p> <p>(f). “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).</p> <p>(g). “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.</p> <p>(h). “Day” means a calendar day.</p> <p>(i). ” Development Partner (DP)” means the country/institution funding the project as specified in the Data Sheet.</p> <p>(j). “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant, or Joint Venture member(s).</p> <p>(k). “Government” means the government of Nepal.</p> <p>(l). “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.</p> <p>(m). “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.</p> <p>(n). “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that</p>
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	<p>provides the shortlisted Consultants with all information needed to prepare their Proposals.</p> <p>(o). “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.</p> <p>(p). “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</p> <p>(q). “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>(r). “RFP” means the Request for Proposals prepared by the Client for the selection of consultants, based on the SRFP.</p> <p>(s). “SRFP” means the Standard Request for Proposals issued by PPMO, which must be used by the Public Entity as the basis for the preparation of the RFP.</p> <p>(t). “Services” means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(u). “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.</p> <p>(v). “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.</p>
<p>2. Introduction</p>	<p>2.1 The Client named in the Data Sheet intends to select a consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.</p> <p>2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.</p> <p>2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the Data Sheet.</p>
<p>3. Conflict of Interest</p>	<p>3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client’s interest’s paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or blacklisting by the Public</p>

	<p>Procurement Monitoring Office/DP.</p> <p>Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultant shall not be hired under the circumstances set forth below:</p>
a. Conflicting activities	(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services</u> : a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
b. Conflicting assignments	(ii) <u>Conflict among consulting assignments</u> : a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may conflict with another assignment of the Consultant for the same or for another Client.
c. Conflicting relationships	(iii) <u>Relationship with the Client's staff</u> : a consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client or are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract.
4. Unfair Competitive Advantage	4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
5. Corrupt and Fraudulent Practices	<p>5.1 The GoN/DP requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in Section 6.</p> <p>5.2 In further pursuance of this policy, Consultant shall permit and shall cause its sub-consultants and sub-contractors to permit GoN/DP or its representatives to inspect the accounts, records and other documents relating to the submission of the Proposal and execution of the contract, in case of award, and to have the accounts and records audited by auditors appointed by the GoN/DP.</p> <p>5.3 Consultants shall be aware of the provisions on fraud and corruption stated in Clause GCC 10.1.</p>
6. Eligibility	6.1 The GoN/DP permits consultants (individuals and firms, including Joint Ventures and their individual members) from the eligible countries as stated in Section 5 to offer consulting services for GoN/DP-financed projects.



	<p>6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the GoN/DP. Maximum number of partners in JV shall be Specified in Data sheet.</p> <p>6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:</p>
a. Sanctions	6.3.1 In case of a natural person or firm/institution/company which is already declared blacklisted and ineligible by the GoN, or proceeded to blacklist, any other new or existing firm/institution/company owned partially or fully by such Natural person or Owner or Board of director of blacklisted firm/institution/company; shall not be eligible consultant. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet .
b. Prohibitions	<p>6.3.2 Firms and individuals shall have the nationality of an eligible countries as indicated in Section 5 (Eligible Countries) and:</p> <p>(a) as a matter of law or official regulations, Nepal prohibits commercial relations with that country; or</p> <p>(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.</p>
c. Restrictions for public employees	6.3.3 Government officials and civil servants may only be hired under consulting contracts, either as individuals or as members of a team of a consulting firm, if permitted under GoN/DP policy, and their employment would not create a conflict of interest).
B. Preparation of Proposals	
7. General Considerations	7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
8. Cost of Preparation of Proposal	8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
9. Language	9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the English language.
10. Documents Comprising the Proposal	<p>10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.</p> <p>10.2 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal</p>



	and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
11. Only One Proposal	11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet .
12. Proposal Validity	12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline. 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates, and the total price. 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and may be subject to blacklisting in accordance with Clause 5 of this ITC.
a. Extension of Validity Period	12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity. 12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts. The Consultant shall not include any additional conditions against the provisions specified in RFP, while extending the validity of its Proposal. 12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
b. Substitution of Key Experts at Validity Extension	12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert. 12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.
c. Sub-Contracting	12.9 The Consultant shall not subcontract the whole of the Services unless otherwise indicated in the Data Sheet .
13. Clarification and Amendment of RFP	13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to

	<p>the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p> <p>13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.</p> <p>13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.</p> <p>13.1.3 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
<p>14. Preparation of Proposals – Specific Considerations</p>	<p>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p>14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the Data Sheet. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member.</p> <p>14.1.2 The Client may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment. This estimate is indicative, and the Proposal shall be based on the Consultant's own estimates for the same.</p> <p>14.1.3 If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.</p> <p>14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.</p>
<p>15. Technical Proposal</p>	<p>15.1 The Technical Proposal shall not include any financial information. A</p>



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Format and Content	<p>Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.2 Only one curriculum vitae (CV) may be submitted for each key expert. If a technical proposal nominates more than one expert for a position, the Client will evaluate all CVs and apply the lowest score for the position.</p>
16. Financial Proposal	<p>16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) other expenses, (c) provisional sums when applicable indicated in the Data Sheet.</p>
a. Price Adjustment	<p>16.2 For assignments with a duration exceeding 12 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so, stated in the Data Sheet.</p>
b. Taxes	<p>16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract. Information on taxes in the Client's country is provided in the Data Sheet.</p>
c. Currency of Proposal	<p>16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the Nepalese Rupees.</p>
d. Currency of Payment	<p>16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.</p>
C. Submission, Opening and Evaluation	
17. Submission, Sealing, and Marking of Proposals	<p>17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.</p> <p>17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.</p> <p>17.3 A Proposal submitted by a Joint Venture shall be signed by all members to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.</p> <p>17.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>17.5 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>17.6 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "TECHNICAL PROPOSAL", "[Name of the Assignment] ", reference number, name and address of the</p>



	<p>Consultant, and with a warning “DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].”</p> <p>17.7 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the name of the assignment, reference number, name, and address of the Consultant, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”</p> <p>17.8 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name, and the address, and shall be clearly marked “DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]”.</p> <p>17.9 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. For QCBS, FBS and LCS, if the Technical and Financial Proposals are not submitted in separate sealed envelopes as required, the Client shall reject the Proposal.</p> <p>17.10 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.</p>
<p>18. Confidentiality</p>	<p>18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the letter of intent to accept the proposal has been issued to the selected Consultant.</p> <p>18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing PPMO’s blacklisting procedures.</p> <p>18.3 Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of issuance of notification for opening of financial proposal or the Letter of Intent, if a consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p>
<p>19. Opening of Technical Proposals</p>	<p>19.1 The Client’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants’ authorized representatives who choose to attend. The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 23 of the ITC.</p> <p>19.2 At the opening of the Technical Proposals the following shall be read out: (i)</p>



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	<p>the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.</p>
20. Proposals Evaluation	<p>20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded, and the DP issues its “no objection”, if applicable.</p> <p>20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely based on the submitted Technical and Financial Proposals.</p>
21. Evaluation of Technical Proposals	<p>21.1 The Client’s evaluation committee shall evaluate the Technical Proposals based on their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member of the evaluation committee to the proposal. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p> <p>21.2 Proposed experts, involved in the firms’ work in hand will not be considered for evaluation to the extent of this involvement in the ongoing assignment.</p> <p>21.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm’s or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
22. Financial Proposals for QBS	<p>22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.</p> <p>22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client’s evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.</p> <p>22.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm’s or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>

<p>23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)</p>	<p>23.1 After the technical evaluation is completed <i>and the DP has issued its no objection (if applicable)</i>, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should be at least 7 days for national shortlisting and 15 days for international shortlisting for attending the opening. The Consultant's attendance at the opening of the Financial Proposals is optional and is at the Consultant's choice.</p> <p>23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened.</p> <p>These Financial Proposals shall be then opened, and the following information will be recorded:</p> <ul style="list-style-type: none"> (a) Name and address, (b) Proposed service charge, (c) Discount offered, if any, (d) Description of the discrepancies, if any, between figure and words, (e) Whether the financial proposal is signed or not by authorized representative of consultant, (f) If any matter or content of the financial proposal is effaced whether such efface is signed by the consultant or his/her representative or not and the details of the amount and the content effaced, (g) Other necessary matters considered appropriate by the Public Entity <p>23.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p>24. Correction of Errors</p>	<p>24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.</p>
<p>a. Time-Based Contracts</p>	<p>24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, (b) adjust the discount offered, if any, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In</p>

	case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails, and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
b. Lump-Sum Contracts	24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
25. Taxes	25.1 Except as set out in Sub-clause 25.2, all taxes are deemed included in the Consultant's Financial proposal, and, therefore, included in the evaluation. 25.2 Except for VAT, all taxes levied and imposed on the contract invoices and any tax liabilities arising from the Contract under the laws of Nepal are deemed included in the Consultant's Financial Proposal and, hence, included in the evaluation. Information on the Consultant's tax obligations in Nepal can be found as indicated in Clause 16.3 of the Data Sheet.
26. Conversion to Single Currency	26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet .
27. Combined Quality and Cost Evaluation	
a. Quality- and Cost-Based Selection (QCBS)	27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet . The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
b. Fixed-Budget Selection (FBS)	27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the Data Sheet shall be rejected. 27.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP and invite such Consultant to negotiate the Contract.
c. Least-Cost Selection (LCS)	27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score and invite such Consultant to negotiate the Contract.
D. Negotiations and Award	
28. Negotiations	28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant. 28.2 The Client shall prepare minutes of negotiations that are signed by the Client

	<p>and the Consultant's authorized representative.</p> <p>28.3 The date, time and address for the negotiations will be advised in writing by the client. The notification period shall be at least 15 days for international selection and 7 days for national selection.</p>
a. Availability of Key Experts	<p>28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p>
b. Technical negotiations	<p>28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.</p>
c. Financial negotiations	<p>28.6 In the case of a Time-Based contract, where cost is a factor in the evaluation, unit rates negotiations for remuneration shall not take place. However, there may be negotiation on reimbursable expenses.</p> <p>28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.</p> <p>28.8 The format for (i) providing information on remuneration rates in the case of Quality Based Selection is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.</p>
29. Conclusion of Negotiations	<p>29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.</p> <p>29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.</p>
30. Award of Contract	<p>30.1 Pursuant to Clause 29.1 of this ITC, the consultant, with whom agreement is reached following negotiation, shall be selected for approval of his</p>

	<p>proposal and the Client shall notify its' intention to accept the proposal to the selected consultant and other short-listed consultants within 7 days of selection of the winning proposal.</p> <p>30.2 If the review application is not received by the Client pursuant to Clause 31.2 of this ITC then the proposal of the Consultant, selected as per Clause 30.1 of this ITC shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 15 days.</p> <p>30.3 If the Consultant fails to sign an agreement pursuant to Clause 30.2 of this ITC then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract.</p> <p>30.4 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p> <p>30.5 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p>31. Request for Information/ Complaints</p>	<p>31.1 A consultant, who has been informed that its technical proposal has been considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, may request the Client to provide the technical score obtained by him and the reason for not being able to qualify. The Client shall provide the information within 5 days of receiving such request. If the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the amount specified in the Data Sheet with the validity period of at least ninety days from the date of filing of application.</p> <p>In case of expression of interest after evaluation of financial proposal if the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the 1% of Financial Proposal with the validity period of at least ninety days from the date of filing of application.</p> <p>31.2 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client's decision provided as per Clause 30.1 of this ITC and believes that the Client has committed an error or breach of duty which has or will result in loss to him then the consultant may give an</p>

	<p>application for review of the decision to the Client with reference to the error or breach of duty committed by the Client. The review application should be given within 7 days of receipt of information regarding the issue of letter by the Client notifying its intention to accept the winning proposal pursuant to Clause 30.1 of this ITC.</p> <p>31.3 If a review application is received by the Client pursuant to Clause 31.2 of this ITC then the Client will clarify and respond within 5 days of receiving such application.</p> <p>31.4 If the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days.</p> <p>31.5 If a complaint has been lodged to the client, the client shall put on hold the awarding process for 7 days period provided to lodge a complaint to the review committee.</p>
<p>32. Conduct of Consultants</p>	<p>32.1 The Consultant shall be responsible to fulfil his/her obligations as per the requirement of the Contract Agreement, RFP documents and Public Procurement Act and Regulations.</p> <p>32.2 The consultant shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the Contract Agreement:</p> <ol style="list-style-type: none"> a. give or propose improper inducement directly or indirectly, b. distortion or misrepresentation of facts c. engaging or being involved in corrupt or fraudulent practice d. interference in e. participation of other prospective bidders. f. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings, g. collusive practice among consultants before or after submission of proposals for distribution of works among consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price. h. contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to the notification of award of contract
<p>33. Blacklisting</p>	<p>33.1 Without prejudice to any other rights of the client under this Contract, the Public Procurement Monitoring Office may blacklist a consultant for his conduct up to three years on the following grounds and seriousness of the act committed by the consultant:</p> <ol style="list-style-type: none"> a) if it is proved that the consultant committed acts pursuant to the Clause 32.2 of the ITC, b) if the consultant fails to sign an agreement pursuant to Clause 30.2 of the ITC, c) if it is proved later that the consultant has committed substantial defect in implementation of the contract or has not substantially fulfilled his

	<p>obligations under the contract or the completed assignment is not of the specified quality as per the contract,</p> <ul style="list-style-type: none"> d) if convicted by a court of law in a criminal offence which disqualifies the firm from participating in the contract. e) if it is proved that the contract agreement signed by the Consultant was based on false or misrepresentation of consultant's qualification information, f) if the consultant fails to submit the professional liability insurance within the period stipulated in the contract. <p>33.2 A Consultant declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO) and/or DP Development Partner in case of DP funded project, shall be ineligible to participate or to be awarded a contract during the period determined by the GoN, PPMO and/or the DP Development Partner.</p> <p>The list of debarred firms is available at the electronic address specified in the Data Sheet.</p>
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E. Data Sheet

["Notes to Client" shown in brackets throughout the text are provided for guidance to prepare the Data Sheet; they should be deleted from the final RFP to be sent to the shortlisted Consultants]

A. General	
ITC Clause Reference	
1(i)	Development Partner (DP) is International Fund for Agricultural Development (IFAD)
1(k) (definitions)	International experts mean experts who are citizens of an eligible country. National experts mean experts who are citizens of Nepal. Nationals who possess the appropriate international experience may be considered for assignments that require international expertise. The international experience that is required for a particular assignment will be defined and described in the pertinent TOR.
2.1	Name of the Client: Rural Enterprises and Remittances Project (RERP) "SAMRIDDHI", Ministry of Industry, Commerce and Supplies, Government of Nepal. <hr/> Method of selection: Quality Based Selection (QBS)
2.2	Financial Proposal to be submitted together with Technical Proposal: Yes The name of the assignment is: Consulting Service for delivering vocational skill training and employment services for targeted Youths under Rural Enterprises and Remittances Project, SAMRIDDHI
2.3	A pre-proposal conference will be held: Yes Date of pre-proposal conference: 3 rd and 4 th November 2022 Time: _10:30 AM Address: Itahari Telephone: 025-476473/476476 Facsimile: E-mail: info.rerp@moics.gov.np Contact person/conference coordinator: Mr. Rajendra Ojha, Account Officer
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: Please refer to Section 7, TOR



4.1	Not Applicable
6.2	Not Applicable
6.3.1	A list of debarred firms and individuals is available at the following website http://www.ppmo.gov.np
B. Preparation of Proposals	
10.1	<p>The Proposal shall comprise the following:</p> <p>1st Inner Envelope with the Technical Proposal:</p> <ol style="list-style-type: none"> (1) Power of Attorney to sign the Proposal (2) Proof of Legal Status and Eligibility (i-Renewal/update of Company certificate ii-CTEVT affiliation for FY 2078/79) (3) TECH-1 (4) TECH-2 (5) TECH-3 (6) TECH-4 (7) TECH-5 (8) TECH-6 (9) TECH-7 <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal (if applicable):</p> <ol style="list-style-type: none"> (1) FIN-1 (2) FIN-2
11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: Yes
12.1	Proposals must remain valid for 90 calendar days after the proposal submission deadline.
12.9	Sub-contracting is allowed for the proposed assignment: No
13.1	<p>Clarifications may be requested no later than <u>15</u> days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is:</p> <p>Rural Enterprises and Remittances Project (RERP), "SAMRIDDHI" Ministry of Industry, Commerce and Supplies, Government of Nepal Project Management Office, Itahari – 20, Sunsari, Nepal Phone: +977-25-476473 E-mail: info.rerp@moics.gov.np</p>

14.1.1	Shortlisted Consultants may associate with (a) non-shortlisted consultant(s): No (b) other shortlisted Consultants: No
14.1.2	Not Applicable
14.1.3 for time-based contracts only	Not Applicable
14.1.4 and 27.2 use for Fixed Budget method	Not Applicable
16.1	<ol style="list-style-type: none"> 1. Pre-training Cost: Training Announcement & Trainee Selection 2. Tools and Minor Equipment: Renting (or certain level of depreciation of own tools and equipment) of tools and equipment, no new assets creation 3. Cost of Instructors: Lead and Co-instructors (2 instructors) 4. Consumable Training Materials: Consumable training material estimated for the skills training, hand-outs (if applicable) 5. Facilities cost: Rent, water, electricity, Transportation; communication and Tea/Snacks 6. Cost of skill test materials: Skill test fee will be paid to National Skill Testing Board/CTEVT directly as per skill test fee rate for L-1 per participant of NSTB/CTEVT from the project, but small amount of budget will be provisioned as supportive materials cost for skills test and cost for precautionary materials for COVID 19
16.2	A price adjustment provision applies to remuneration rates: No
16.3	Information on the Consultant's tax obligations in Nepal can be found at the Inland Revenue Department website: www.ird.gov.np
16.4	The Financial Proposal shall be stated in the following currencies: Nepalese Rupees
C. Submission, Opening and Evaluation	
17.1	The Consultants shall not have the option of submitting their Proposals electronically.



17.5	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original. Technical format should be filled up separately for different category of training clearly mentioning the category</p> <p>(b) Financial Proposal: one (1) original. The occupation wise and category wise financial proposal should be separate and sealed in a single envelop indicated a name of proposed sector. Then, all the sector wise envelops should be sealed in a single envelop indicated as a 'Financial Proposal'.</p>
17.8	<p>The Proposals must be received at the address below no later than:</p> <p>Date: 22nd November 2022 Time: 4:00 PM</p> <p>The Proposal submission address is: Rural Enterprises and Remittances Project (RERP), "SAMRIDDHI" Ministry of Industry, Commerce and Supplies, Government of Nepal Project Management Office, Itahari-20, Tarahara</p>
19.1	<p>An online option of the opening of the Technical Proposals is offered: Not Applicable</p> <p>The opening shall take place at: Date: 22nd November 2022 Time: 5:00 PM</p>
19.2	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals: Not applicable</p>
21.1	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <p>a. The experience of the consulting firm relevant to the assignment (20)</p> <ol style="list-style-type: none"> 1. General Technical Competency on skills training and skill test- 8 2. Sectoral Technical Competency on skills training and skill test-12 <p>b. The Competencies Description proposed implementation approach and methods and Rapid Market Appraisal (RMA) and its information (29)</p> <ol style="list-style-type: none"> 1. Description proposed implementation approach and methods in general- 10 2. Rapid Market Appraisal and its information-19 <p><i>{Notes to Consultant: The Client will assess whether the proposed methodology is clear, responds to the TORs, monitoring and post training support services proposed, work plan is realistic and implementable; and clarity and completeness of RMA, methodology applied for RMA and information and evidence about the informants and potential employers.}</i></p> <p>c. Human Resource competencies and Sufficiency in Number (46):</p> <p><i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in</i></p>

	<p><i>Form TECH-6 to be prepared by the Consultant}</i></p> <p>1. Adequacy, qualification, and experience of instructional staffs proposed</p> <p>Lead instructor (15) Co- instructor (8) Sufficiency and social diversity of instructor staff (4)*</p> <p>2. Adequacy, qualification, and experience of non-instructional staffs proposed</p> <p>Project lead/ Executive Director/Manager/Focal person (7) Training Manager/Coordinator/District Coordinator (7) Portfolios and social diversity of non-instructional staff (5) *</p> <p>The minimum technical scores required to pass is 70 points (i.e. 70% of total technical weightage).</p> <p>d. Financial capacity- 5</p> <p><i>* Composition and Social diversity will be evaluated based on the information presented in the Table 5 & Table 6 under TECH-4.</i></p>
23.1	An online option of the opening of the Financial Proposals is offered: Not Applicable
23.1 and 23.2	The Client will read aloud only overall technical scores. Not applicable
26.1	The single currency for the conversion of all prices expressed in various currencies into a single one is Not Applicable
27.1 [a. QCBS only]	Not Applicable
	D. Negotiations and Award
28.1	<p>Expected date and address for contract negotiations:</p> <p>Date: 21st December 2022</p> <p>Address: Rural Enterprises and Remittances Project Project Management Office, Itahari-20, Sunsari Nepal</p>
30.4	<p>Expected date for the commencement of the Services:</p> <p>Date:31st January 2023 at: Project Districts</p>
31.1	The Applicant shall furnish a cash amount or a bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law with an amount of <i>[specify an amount between 0.25% to 0.50% of the estimate].: Not Applicable</i>

33.2	A list of blacklisted firms is available at the PPMO's website http://www.ppmo.gov.np
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Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:
The Project Manager,
Rural Enterprises and Remittances Project, SAMRIDDHI
Ministry of Industry, Commerce and Supplies
Itahari-20, Sunsari, Nepal
Phone: 025-476473

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Delivering Vocational Training and Employment Services for Targeted Youths under Rural Enterprise and Remittance (SAMRIDDHI) Project in accordance with your Request for Proposals dated [Insert Date] and our Proposal. [Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope”.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by IFAD
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the IFAD’s policy in regard to corrupt and fraudulent practices as per ITC 5.
- (e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.



- (f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.4 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

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

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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



FORM TECH-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consulting Firm's organization and an outline of the recent experience of the Consulting Firm that is most relevant to the assignment. For each assignment, the outline should indicate project/program name, trade/occupation, and number of trainees, duration of the assignment, the contract amount, and the funding agency.

A - Consulting Firm's General Experience

Provide here a brief description of the background and organization of your company **not more than half a page**.

A.1. Please fill out the existing (FY 2078/79 only) similar program/project portfolios which are being handling by the organization as follows.

Table 1: Detail about the program/project portfolios 2078/2079 that you are implementing

#	Program/Project Name	Trade/ Occupation/subj ect	Number of trainees/ beneficiaries	Duration		Contract amount	Name of Funding agency
				Start	End		
	Total						

Note:



- Please do not mention the irrelevant (i.e. not similar to the proposed assignment) portfolios. **The evidence of experience letter or work assignment, or work directive or contract paper should** have substantiated with your data provided in the table. The experience letter should consist of letter head, stamp, signature as an essential element.

A.2. General Experience: Please fill out the training implementation experiences of last 7 years of Fy 2071/072 to 2077/78 of your organization.

Table 2: Training, skill test and employment placement experience (Level one vocational skill training comprising all the sectors; general experience)

Sector	Occupation	No. of trainees completed the training	No. of skill test appeared trainees	No. of employed graduates	Remarks
	Total of 7 years				

B - Consulting Firm's Sectoral Experience

B.1. Sectoral Experience: Please fill out the sectoral experiences of any better three years from Fy 2071/072 to 2077/78 on your proposed sector/s.

Table 3: Training, skill test and employment placement experience (at least level one) vocational skill training or apprenticeship training comprising only the proposed sectors; specific experience)

Sector	No. of trained person	No. of skill test appeared trainee	No. of employed graduates	Remarks
Sector 1				
Sector 2				
Sector 3				
Sector 4				
Total of proposed 3 years				



Note (both for general and sectoral experience):

- Both the general and sectoral experience of vocational skill training and skill test experience of Fy 2071/72 to 2077/78 of your organization will be assessed based on the experience letter provided by the NSTB/CTEVT only.
- The evidence of experience letter should have substantiated with any proof that shows the fund channelized to consulting firm from the clients. For this, TDS records generated from the online source of IRD or carbon copy of VAT bills or bank statement should be submitted if the records are clear.
- The experience letter provided by the NGOs, clubs, association, CFUG, federation, private sector, cooperative must have been stated the source of fund and amount of fund disbursed by clients. However, skill test of the graduates must have been conducted from NSTB/CTEVT.
- In case of skill test letter from NSTB/CTEVT, it should clearly indicate the level of test, no. of tested graduates and the year of skill test. Skill test payment receipt provided by NSTB/CTEVT will be considered in case of experience letter from NSTB could not be submitted. The firms are also allowed to substantiate the proof of skill test by attaching the skill test payment receipt provided by NSTB/CTEVT in case experience letter from NSTB could not be submitted. Evaluation committee may verify the data from original source e.g. NSTB to provide appropriate score.
- Training experiences without mentioning level or equivalent training hours (i.e. 390 hours in general) or skill test and fiscal year shall not be considered.



Form TECH-3

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT

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

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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



FORM TECH-4

DESCRIPTION OF THE METHODOLOGY AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-4.1: Technical Approach and Methodology, Organization and Staffing and Work Plan

A description of proposed approach and methodology to execute the proposed assignment in line with TOR. It also includes about the support services to be furnished by the Consulting Firm. The details of human resources to be proposed and work plan should also be included in this section.

A. Technical Approach and Methodology

a) Implementation Approach and Methodology

{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s). Please do not repeat/copy the TORs in here.} The description should **not be more than one page**. If the Consulting Firm wish to mention the details about the approach and methodologies, it can be annexed; innovative idea/strategies/methods on training implementation will be encouraged to include in this section

b) Information on support services planned to be furnished by the Consulting Firm

{Please fill the columns as appropriate reflecting your previous experiences of furnishing such services. Though each of the support services are not envisioned in direct training costs items, consulting firms can offer the support services on their own module to ensure the better employment placement}

Table 4: List of support services and brief delivery methodology

#	Support Services	How many (Number)	How (Brief Procedure)
1	Training monitoring (before and during-training monitoring & follow up support to the training graduates in brief)		
2	Financial services/Credit facilities...		
3	Business skill training/orientation /Financial Education and Entrepreneurship Knowledge (FEEK) training		
4	Linkage with bigger/small/Cottage industries		
5	Life skill training/orientations (if applicable)		
6	Post training follow up support /Placement/Counseling Support to the training		



#	Support Services	How many (Number)	How (Brief Procedure)
1	Training monitoring (before and during-training monitoring & follow up support to the training graduates in brief)		
	graduates in brief		
7	Others (specify)		

- c) Write a brief mechanism/measures you are planning to adopt for the sustainable employment for your graduates {Please write in point not more than a half page; include credit linkage and entrepreneurship development support to be provided by the firm}

B. Organization and Staffing

d) Human Resources

Please describe the structure and composition of your team (**not more than one page**) and list the project staffs and instructional staffs including relevant administrative support staff as per the given format below. Please do not list down human resources unnecessarily as compared to your proposed volume of work i.e. training events. In case of excess human resource, the Client may evaluate on a numerical priority order.

(i) Non-Key Experts (Project Staffs/non-instructional staffs)

In the case of Project Staffs, a team consisting of 1) Training Manager/Executive/Managing Director/Focal Person for the Project, 2) Training coordinator/District Training Coordinator, 3) Placement/ Counselling/ Monitoring Officers, 4) Account officer and 5) Database officer etc. is envisioned as a basic requirement. The major two positions (first and second) are subject to the evaluation. However, it does not limit the assigning other staffs like placement and counselling personals as per the management practice or approach of the Consulting Firm.

Table 5: List of human resources proposed for the project implementation (Project Staffs)

#	Name of Project Staffs	Proposed Position	Qualification	Experience	Key Roles
1		Focal person/Managing/ Executive Director/Manager			
2		Training Coordinator/District Training Coordinator			



#	Name of Project Staffs	Proposed Position	Qualification	Experience	Key Roles
3		Placement/Counselling/ monitoring Officer			
4		Finance Officer			
5		Database Officer			

Note:

- The Consulting Firm should propose the exact number of project staffs to be mobilized for the given assignment. Signed Curriculum Vitae, Notarized Academic Certificates, and proof of experience of each person in the assignment should be attached only of 2 key persons (1. Training Manager/Executive/Managing Director/Focal Person for the Project and 2. Training coordinator/District Training Coordinator) in the given format as per the form TECH-6. The consulting firm need to submit commitment/consent letter of proposed project staff (non-key staff/ non-instructional staff).
- The focal person and training coordinator is subject to evaluation. Evaluation committee may verify the submitted evidence by using any means of verification.

(ii) Key Experts (Instructional Staffs)

In the case of Key-Experts (Instructional Staffs), a team of Lead Instructors and Co-instructors, are envisioned as explained in the attached TOR. All the Instructional Staffs are subject to evaluation. The Consulting Firm should assess the number of required Instructional Staffs as per the proposed sector, occupations and number of trainees. In case of instructional staffs, two instructors (one main and one co-instructor) per training event of 20 participants is expected to be proposed as a mandatory provision.

Table 6: List of human resources proposed for the project implementation (Instructional Staffs)

Sn	Name of instructional staffs	Lead/co-instructor	Technical qualification	Experience (in year)	ToT (yes/no)	Contact no.
Sector-1						
Occupation:						
Sector-1						
Occupation:						
Sector-1						
Occupation:						



Sector-1						
Occupation:						

Note:

- The Consulting Firm should propose the exact number of instructional staffs to be mobilized as per the proposed occupation and number of trainees. The notarized copy of testimonials (both academic and work experience certificate) of each instructor (both lead and co-instructors) should be attached in the given format as per the form TECH-6. Required qualification and experience of each of the instructional staffs is given in attached TOR. The consulting firms need to mention clearly about main trainer/instructor (lead trainer) and co-trainers/instructor for the proposed event/s of training.
- Please expand the table as per required number of instructors you would like to propose. The list of the instructors will also be enlisted in the bilateral contract with the Consulting Firms and changes in those proposed instructors will be subject to prior approval with the client during implementation.
- The work experience letters should have been issued by the concerned employers which will be taken as evidential document for the evaluation.
- Evaluation team may ask original document (at least scan copy of original document) of relevant evidence or may verify the certain percentage of sample of the evidence by using any means of verification to be assured before scoring.

e) **Financial capacity of consulting firm:****Table 7: Average Annual Turnover of Fy. 2075/076 to 2077/078**

Description	FY 2075/076	FY 2076/077	FY 2077/078	Total	Remarks
Annual turnover (as per audit report)					

Note: Tax clearance certificates of latest three years (FY 2075/076 to 2077/078) are to be submitted.

f) **Tools and Equipment**

The consulting Firm should propose the required number of tools and equipment for the proposed training events. The basic standards as per the provision made in Curriculum issued by the CTEVT can be taken as the best reference for the basic tools and equipment. Please expand the table as requires.

Table 8: List of tools and equipment proposed for the project implementation

SN	Description	Quantity (No. Pieces, etc.)	Ownership (own or rented)
A	Sector 1:		
A.1	Occupation: ... Total number of trainees proposed:		



Tools and equipment			
1			
2			
3			
4			
5			
B	Sector 2:.....		
B.1	Occupation:		
	Total number of trainees proposed:		
1			
2			
3			
4			
5			

Note: Field/workshop/tools/equipment verification can be done by Client as per need.

C. Work Plan

Please briefly describe your major planned activities to be started tentatively from January 2023 for the implementation of the assignment and outline those activities in the given format in TECH-5. The proposed work plan should be consistent with the approach and methodology, showing your understanding of the TOR. A list of the final documents (including reports) to be delivered should also be included in the plan.



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Form TECH-4.2: Rapid Market Appraisal and Its Information (Sector wise)

A description of Rapid Market Appraisal to be conducted by the Consulting Firm in accordance with the given training and guidelines by the Client after shortlisting should also be mentioned. The Consulting Firm shall indicate the number of target trainees to be trained as per the finding of the appraisal during technical proposal submission.

The Consulting Firm should submit description of Rapid Market Appraisal (i.e. TECH-4.2) separately for each of the proposed sectors

Sector 1:

A. Problem Statement

A brief statement of market situation/ problem and justification with clear size gap of the demand and supply in each of the occupational sectors]

Note: Sector wise separate problem statement is expected to be explained briefly.

B. Market Demand and Employment Opportunity Analysis

i. Field Information Summary [Supply and demand of skilled human resources at present at least at district level or Palikas levels, gap assessment of study (in number). Please analyze the supply and demand gap of upcoming two fiscal years- 2079/80 to 2080/81 of each sector following the identified occupations].

Table 9: Supply, Demand, and gap analysis (2079/80 and 2080/81)

#	Sector	District	Identified Occupations	Demand/ Supply	FY 2079/80	FY 2080/81	Grand Total
1.	Construction	A.....	a.	Demand			
				Supply			
				Gap			
				Sub Total			
			b	Demand			
				Supply			
		Gap					
			Sub Total				
		b	Demand				
			Supply				



				Gap			
			Sub Total				
			Grand Total				

Note:

- If the assessment is made for the same occupations in more than one district, the information should be filled up by adding necessary rows. In the RMA process, it is expected that respective local government participates and/or commits for resource sharing (cost or training facilities or commit to allocate allowances to women trainees who are very poor) and provides consent letter to consulting firm or commits for post training support etc. The participation of local government in RMA process and resources allocation through the coordination of consulting firm is subject to evaluation.

-

ii. List of Key Informants (mention the list of Key Informants you visited/contacted in the field during RMA)

Table 10: List of Key informants

#	Name of Informants	Organization/Local Authority/Individuals	Sector	Designation/ Profession	Contact Number

Note: The Client may verify the information provided by the consulting firm as needed

iii. Methodology adopted for Rapid Market Appraisal (List name of the tools applied with a brief procedure as follows)

Table 11: Data collection methods

#	Methods	Brief Description of Methodology	Remarks
A	Primary data collection		
	Key Informants Interview (KII)		
	Focus Group Discussion		
	Observations		



[Handwritten signature]

		
B	Secondary data collection		
	District/ Palikas profile		
		

Note: Please substantiate your data collection procedure by attaching the possible evidence like; few (3-4) selected photographs (one photo for one method), meeting minutes of the data collection procedures like Key Informants Interview (KII), Focus Group Discussion (FGD), and/ Direct Observations etc. as an Annex. Apart from this, formal demand letter from concerned employers should also be attached mentioning existing workers, additional demand in next year's etc. in each of the occupations with skills gap identified/realized by the employers.

Secondary data collection methods and evidence (Please mentioned the different secondary sources of data that you are referring)

iv. Information on employment potentiality as per the employment type (Please indicate your projection as per the available employment potentiality during RMA)

Table 12: Target number of trainees as per the employment type

Name of Occupation	Total Proposed Trainees	Type of Employment (in percentage)					Total employment %
		Wage	Salary	Self-Enterprise	Daily wage employment/contract	Oversees	
Grand Total							

v. Information on occupation wise expected monthly income (Please indicate your projection as per the available employment and income potentiality during RMA)

Table 13: Target occupations and projected monthly average income having CTEVT curricula

#	Occupations	Monthly Income (NPR)	Remarks
1			
2			



3			
4			
5			

vi. Name of Potential Employers with contact address (Please indicate the details of potential employers as per your Rapid Market Appraisal findings);

Table 14.1: Name of potential employers and contact numbers

SN	Name of Employer's firm	Address	Name of Responsible Person	Contact Number	Number of persons to be employed
1					
2					
3					
4					
5					
6					
7					
8					

Note: Verification of contact person from respective employers can be done by evaluation committee in sampling basis.

The demand letter from possible employers or agreement made with employers will be subject to evaluation. The demand letter should consist of letter head, stamp, signature as an essential element

vii) Commitment of local government

Table 14.2: Commitment of functional collaboration towards the implementation of decent job program:

SN	District	Palikas	Sector	Trainees target	Support service	Remarks



Note: Local government provides the commitment letter stating support services like training cost sharing and/or allowance to trainees for training period and/or transportation cost and/or tools support and/or financial support to start up the self-employment/micro-enterprise which is subject to evaluation.

Viii) Local government participation in RMA process

Table 14.3: Certification of meeting minute/RMA report by respective local government

SN	Sector	Trainees target	District	Palika	No. of Certified meeting minute/RMA report	Remarks

Note: The RMA report must be certified by local government or presence of representative from local government should be there as witness or participants when summarizing/analyzing the RMA findings which is subject to evaluation. The evidence may be meeting minutes/ approval letter/ certification letter/ consent letter etc.

C. Proposed Training Information Summary

Please propose the target details based on market opportunities as per the table below.

Table 15.1: Target number of trainees as per the occupation and training location for Training category-1 (Regular Vocational Skill Training)

Proposed Province	Proposed Districts	Proposed Palikas ¹	Proposed ward no.	Proposed Sector ²	Occupation	No of youth to be trained		Total
						Men	Women	
Province 1	Morang	1.			1.			
		2.			2.			
		3.			3.			
Madhesh Province		1.			1.			
		2.			2.			

¹ Consulting firms must share the conclusion of RMA with respective Palikas and get consensus on training demand from respective Palikas.

² Proposed sector/trade and number of trainees to be trained should be in line with Request for Proposals (RFP) made by the Client. The sectors other than mentioned in RFP will not be considered by the client.



		3.			3.			
Bagmati province³								
Grand Total								

Table 15. 2: Target number of trainees as per the occupation and training location for Training Category-2 (Vocational Skill Training for Samriddhi promoted supply chain groups)

Proposed Province	Proposed Districts	Proposed Palikas	Proposed ward no.	Proposed Sector ⁴	Occupation	No of youth to be trained		Total
						Men	Women	
Province 1	Morang	1.			1.			
		2.			2.			
		3.			3.			
Madhesh Province		1.			1.			
		2.			2.			
		3.			3.			
Bagmati province								
Grand Total								

Table 15.3: Target number of trainees as per the occupation and training location for Training Category-3 (Vocational Skill Training in collaboration/partnership with local government)

Proposed Province	Proposed Districts	Proposed Palikas	Proposed ward no.	Proposed Sector ⁵	Occupation	No of youth to be trained		Total
						Men	Women	
Province 1	Morang	1.			1.			
		2.			2.			

³ Only Sindhuli District can be considered as a program district in Bagmati Province.

⁴ Proposed (already defined occupation under Agriculture sector) sector and number of trainees (recommended for the Samriddhi promoted supply chain group) to be trained should be in line with Request for Proposals (RFP) made by the Client. Then sectors other than mentioned in RFP will not be considered by the client.

⁵ Proposed sector/trade and number of trainees to be trained in collaboration with local government should be in line with Request for Proposals (RFP) made by the Client. Then sectors other than mentioned in RFP will not be considered by the client.



		3.			3.			
Madhesh Province		1.			1.			
		2.			2.			
		3.			3.			
Bagmati province								
Grand Total								

FORM TECH-5

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

#	Key Activities	Months											Remarks
		1	2	3	4	5	6	7	8	9	12	
1.	Contracting with Client												
2.	Initiation of implementation												
3.	. Submission of action plan												
4.	Training announcement												
5.	Venue verification												
6.	Trainees Selection												
7.	Training conduction												
8.	First claim submission												
9.	Soft skills training delivery												
10.	Internal periodic monitoring												
11.	Skills test plan and conduction												
12.	Training Completion												
13.	Second claim submission												
14.	Graduates Placement Support												
15.	Three months income and employment verification												
16.	Submission of Third claim												
17.	Six months income and employment verification												
18.	Final claim submission												

Note: List the key activities with the breakdown for sub-activities required to accomplish the given assignment in accordance to the TOR as requires.



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FORM TECH-6
CURRICULUM VITAE (CV)

Personal details:

Position Title	{e.g., Project Manager}
Name of Firm	Insert name of firm proposing the staff
Name of Staff	{Insert full name}
Date of Birth:	{day/month/year}
Citizenship	
Permanent Address	

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

Degree	Major Subjects	Educational Institutions	Passed out year

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

Period	Employing organization and your title/position. Contact information for references	Location (District/ <i>Palika</i>)	Summary of activities performed relevant to the Assignment
[e.g., May 2005 to June 2010]	Job title: Name of Employer: Contact of Employer:		
[e.g., July 2010-present]	Job title: Name of Employer: Contact of Employer:		



Staffs contact information :(e-mail....., phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by IFAD.

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

_____ Date: _____
[Signature of Staff] Day/Month/Year

_____ Date: _____
[Signature of authorized representative of the Consulting Firm] Day/Month/Year

Full name of authorized representative of Consulting Firm



Form TECH 7: Self-Certification Form

Preamble:

In accordance with the IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations, the Fund may investigate and, when applicable, sanction entities and individuals, including by debarring them, either indefinitely or for a stated period of time, to participate in any IFAD-financed or IFAD-managed activity or operation. A debarment includes, *inter alia*, ineligibility to: (i) be awarded or otherwise benefit from any IFAD-financed contract, financially or in any other manner; (ii) be a sub-contractor, consultant, manufacturer, supplier, sub-supplier, agent or service provider of an otherwise eligible firm being awarded an IFAD-financed contract; and (iii) receive the proceeds of any loan or grant provided by the Fund. The Fund may also unilaterally recognize eligible debarments by any of the International Financial Institutions signatories to the Agreement for Mutual Enforcement of Debarment Decisions.⁶

Self-Certification Form

This self-certification form is to be completed by the bidder. The bidder shall submit the completed form together with the bid/proposal to the procuring entity [provide email address]. Instructions for completing this form are provided below.

Full Legal Name of Bidder:	
Full Legal Name of Bidder's Legal Representative and position:	
Title of Procurement:	
Date:	

I hereby certify that I am the authorized representative of [Name of the bidder], as well as that the information provided above is true and accurate in all material respects and understand that any material misstatement, misrepresentation or failure to provide the information requested in this certification may result in sanctions and remedies, including the permanent ineligibility to participate in IFAD-financed and/or IFAD-managed activities and operations, in accordance with the IFAD Procurement Guidelines, the IFAD Procurement Handbook and other applicable IFAD policies and procedures, including the **IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations** (accessible at www.ifad.org/anticorruption_policy) and the **IFAD Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse** (accessible at <https://www.ifad.org/en/document-detail/asset/40738506>).

Authorized Signature: _____ **Date:** _____

Printed Name of Signatory: _____

⁶ The Cross-Debarment Agreement was entered into by the World Bank Group, the Inter-American Development Bank, the African Development Bank, the Asian Development Bank and the European Bank for Reconstruction and Development, additional information may be located at: <http://crossdebarment.org/>.



- The bidder certifies that itself, its proprietor(s), agents, sub-consultants, sub-contractors, consortium and joint venture partners have **NOT** engaged in fraudulent, corrupt, collusive, coercive or obstructive practices in connection with the present procurement process.
- The bidder declares that the following criminal convictions, administrative sanctions (including debarments under the Agreement for Mutual Enforcement of Debarment Decisions or the "Cross-Debarment Agreement")⁷ and/or temporary suspensions have been imposed on the bidder and/or any of its directors, partners, proprietors, key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners:

Nature of the measure (i.e., criminal conviction, administrative sanction or temporary suspension)	Imposed by	Name of party convicted, sanctioned or suspended (and relationship to bidder)	Grounds for the measure (i.e., fraud in procurement or corruption in contract execution)	Date and time (duration) of measure

If no criminal convictions, administrative sanctions or temporary suspensions have been imposed, indicate "none".

- The bidder certifies that itself, including its director(s), partner(s), proprietor(s), key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners have **NOT** engaged in acts of sexual harassment, sexual exploitation and abuse in connection with the present procurement process and this contract.
- The bidder certifies that itself, including its director(s), partner(s), proprietor(s), key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners are **NOT** subject to a criminal conviction, administrative sanctions and/or temporary suspensions for engaging in acts of sexual harassment, sexual exploitation and abuse.

⁷ The Cross-Debarment Agreement was entered into by the World Bank Group, the Inter-American Development Bank, the African Development Bank, the Asian Development Bank and the European Bank for Reconstruction and Development, additional information may be located at: <http://crossdebarment.org/>.



The bidder certifies that itself, its proprietor(s), agents, sub-consultants, sub-contractors, consortium and joint venture partners have **NO** actual, potential or reasonably perceived conflicts of interest and specifically that they:

Do not have any actual or potential, and do not reasonably appear to have, at least one controlling partner in common with one or more other parties in the bidding process or the execution of the contract;

Do not have any actual or potential, and do not reasonably appear to have, the same legal representative as another bidder for purposes of this bid or execution of the contract;

Do not have any actual or potential, and do not reasonably appear to have, a relationship, directly or through common third parties, that puts them in a position to have access to undue or undisclosed information about or influence over the bid process and the execution of the contract, or influence the decisions of the procuring entity regarding the selection process for this procurement or during the execution of the contract;

Do not participate and do not potentially or reasonably appear to participate in more than one bid in this process; and

Do not have any actual or potential, and do not reasonably appear to have, a business or family relationship with, a member of the procuring entity's board of directors or its personnel, the Fund or its personnel, or any other individual that was, has been or might reasonably be directly or indirectly involved in any part of (i) the preparation of the bidding document, (ii) the selection process for this procurement, or (iii) execution of the contract, unless the actual, potential or reasonably conflict stemming from this relationship has been explicitly authorized by the Fund in writing.

[To be completed only if the previous boxes were not checked]

The bidder declares the following actual, potential or reasonably perceived conflicts of interest, that may affect, or might reasonably be perceived by others to affect, impartiality in any matter relevant to the procurement process, including the selection process and the execution of the contract, with the understanding and acceptance that any action upon this disclosure shall be entirely under the Fund's discretion:

[provide detailed description of any actual, potential or reasonably perceived conflicts of interest including their nature and the personnel, proprietor(s), agents, sub-consultants, sub-contractors, consortium or joint venture partners affected.]

The bidder certifies that **NO** gratuities, fees, commissions, gifts or anything else of value have been paid or exchanged or are to be paid or exchanged with respect to the present bidding process.



Section 4. Financial Proposal - Standard Forms

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

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

FIN-1 Financial Proposal Submission Form

FIN-2 Financial Proposal Form



A handwritten signature in black ink, appearing to be 'G. J.' or similar, written over a light blue circular stamp.

Form FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:
The Project Manager,
Rural Enterprises and Remittances project, SAMRIDDHI
Ministry of Industry, Commerce and Supply
Itahari-20, Sunsari, Nepal
Phone: 025-476473

Dear Sirs:

We, the undersigned, offer to provide the consulting services services for Delivering Vocational Training and Employment Services for Targeted Youths under Rural Enterprise and Remittance (SAMRIDDHI) Project in accordance with your Request for Proposals of2022.

Our attached Financial Proposal is for {Indicate the corresponding to the amount(s) currency} {Insert amount(s) in words and figures}, excluding Value Added Tax (VAT) to be levied on the contract invoices in *accordance with Clause 25.1 in the Data Sheet*. The estimated VAT amount to be excluded from the amount above is {insert currency} {insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Data Sheet clause 12.1 of the Data Sheet Commissions, gratuities or fees paid or to be paid by us to an agent or any other party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agent(s)/Other party	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

{If no payments are made or promised, add the following statement: “No commissions, gratuities or fees have been or are to be paid by us to agents or any other party relating to this Proposal and, in the case of award, Contract execution.”}

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

We remain,
Yours sincerely,

Authorized Signature {In full}: _____
Name and Title of Signatory: _____
In the capacity of: _____
Address: _____
Email: _____



FORM FIN - 2

Financial Proposal Form

FIN-2.1: Direct Training Cost and Total Outcome Price for training category one, three and two (except Samriddhi promoted supply chain group)

Occupation:

Name of Consulting Firm:

Address:

Note:

- (a) The direct training cost per participant under each sector will be the subject of evaluation under financial proposal.
- (b) The separate cost table for each occupation proposed under the given sector should be submitted separately. In the evaluation process the weighted average cost of each sector will be calculated from the proposed average cost for each occupation.
- (c) One Training Group = **20 participants**
- (d) Skill test fee will be paid to National Skill Testing Board/CTEVT directly as per skill test fee rate for L-1 per participant of NSTB/CTEVT from the project, but small amount of budget will be provisioned as supportive materials cost (Rs.810) for skills test and cost for precautionary materials for COVID
- (e) All other costs required for the training process shall be included in the proposal.

SN	Cost Items	Amount (Rs.)	In words
	Occupation 1:.....		
1	Pre- training cost (announcement, informing and contacts; selection)		
2	Tools and minor equipment (Renting of tools & equipment, no new assets creation)		
3	Cost of the trainers (2 Trainers)		
4	Consumable training Materials		
5	Facilities cost (rent, water, electricity, transportation, Tea-snacks) *		
6	Total training cost per event	-	
7	Participants per group	20	
8	Cost per participants	-	
9	Total Participants proposed	20	
10	Total Direct Cost	-	-
11	Average training cost per participant		-



Note: Tea/Snacks cost at least Rs.100 per day for trainees for 65 days of the training period should be budgeted under cost item "Facilities".

Summary of Outcome Price

SN	Description	Unit Price	Number of People	Total Outcome Price
1	Total Estimated Direct Training Cost Per person	0	20	
2	Estimated Incentive Rate as per the composition of trainee	45%		
3	Per person outcome price	-		
4	Estimated Payment as per the achieved outcome			
5	Skill Test management cost for L1	810	20	-
6	First Payment - 10% of Outcome price (Full for all)	-	20	-
7	Second Payment - 40% of Outcome Price (Full for all)	-	20	-
8	Third Payment - After three months verification, 25% of Outcome Price (88% employment rate estimated)	-	18	-
9	Final Payment - After six months verification, 25% of Outcome Price (88% employment rate estimated)		18	
10	Total cost			
11	Direct Investment per person			

Note: The outcome price comprises the direct training cost and % of incentive based on the categories of trainees enrolled. The RFP has considered estimated average of 45% of incentives and 88% of gainful employment rate. The payment to the T&Es will be made as per actual composition of trainees enrolled and actual gainful employment rate determined by final income and employment verification done by project.

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FIN-2.2: Direct Training Cost for Samriddhi promoted supply chain group of training category two for the trainees Recommended by Samriddhi promoted supply chain group

Occupation:

Name of Consulting Firm:

Address:

Note:

- (a) The direct training cost per participant under each sector will be the subject of evaluation under financial proposal.
- (b) The separate cost table for each occupation proposed under the given sector should be submitted separately. In the evaluation process the weighted average cost of each sector will be calculated from the proposed average cost for each occupation.
- (c) One Training Group = **10 or 20 participants**
- (d) Skill test fee will be paid to National Skill Testing Board/CTEVT directly as per skill test fee rate for L-1 per participant of NSTB/CTEVT from the project, but small amount of budget will be provisioned as supportive materials cost (Rs. 810) for skills test and cost for precautionary materials for COVID
- (e) All other costs required for the training process shall be included in the proposal.

SN	Cost Items	Amount (Rs.)	In words
	Occupation 1:.....		
1	Pre- training cost/ administrative cost		
2	Tools and minor equipment (Renting of tools & equipment, no new assets creation)		
3	Cost of the trainers (2 Trainers)		
4	Consumable training Materials		
5	Facilities cost (rent, water, electricity, transportation, Tea-snacks) *		
6	Total training cost per event	-	
7	Participants per group	20	
8	Cost per participants	-	
9	Total Participants proposed	20	
10	Total Direct Training Cost	-	-
11	Average training cost per participant		-

Note:

- Tea/Snacks cost at least Rs. 100 per day for trainees for 65 days of the training period should be budgeted under cost item "Facilities".



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-
- Only Direct Training Cost is provisioned for the skills delivery to the beneficiaries of Samriddhi Promoted supply chain group. After completion of skill training, post training support and follow up support will be carried out by the supply chain team of project.

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Section 5. Eligible Countries

For the purpose of National Shortlisting: Nepal



Section 6. IFAD Policy – Fraud and Corruption

(this Section 6 shall not be modified)

IFAD's Project Procurement Guidelines September 2010:

Fraud and Corruption

IFAD requires that its own staff and the staff of Borrowers/Recipients (including beneficiaries of IFAD financing), and all bidders, suppliers, contractors and consultants under IFAD-financed contracts, observe the highest standard of ethics and integrity during the execution of and procurement under such contracts. This position is clearly stated in the IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations (hereafter: the anticorruption policy), which applies to these guidelines. In line with this policy, IFAD will have the right to:

- (a) Reject a proposal for award if it determines that the bidder, supplier, contractor or consultant recommended for award has, directly or through an agent, engaged in coercive, collusive, corrupt or fraudulent practices in competing for the contract in question;
- (b) Suspend or cancel all or part of the financing in accordance with the General Conditions if it determines at any time that representatives of the Borrower/Recipient or of a beneficiary of the financing engaged in coercive, collusive, corrupt or fraudulent practices during the procurement or the execution of that contract, without the Borrower/Recipient having taken timely and appropriate action satisfactory to IFAD to remedy the situation;
- (c) Sanction an individual or firm – which may include declaring the individual or firm ineligible to be awarded an IFAD-financed contract indefinitely or for a stated period of time – if at any time it determines that the individual or firm has, directly or through an agent, engaged in coercive, collusive, corrupt or fraudulent practices in competing for, or in executing an IFAD-financed contract;
- (d) Require that bidding documents and the contracts that it finances include a provision requiring suppliers, contractors and consultants to permit IFAD to inspect their accounts, records and other documents relating to the bid submission and contract performance, and to have them audited by IFAD-appointed auditors;
- (e) Refer any cases of irregular practices that include, but are not limited to, fraud and corruption to the relevant national authorities for further investigation; and
- (f) Apply, in the event of cases in which irregular practices have been determined, the sanctions it deems necessary and appropriate.

Section 7. Terms of Reference

for

Delivering Short-term Vocational Skill Training

1. Background

Rural Enterprises and Remittances Project (RERP)- SAMRIDDHI is a joint initiative of the Government of Nepal (GoN) and International Fund for Agricultural Development (IFAD). Its strategic goal is 'Reducing poverty and achieving sustainable development through employment-focused, equitable and inclusive economic development'. SAMRIDDHI Project is implemented by Ministry of Industry, Commerce and Supplies and funded by International Fund for Agricultural Development (IFAD). The development objective is that viable RMSEs, in both farming and off-farming sectors, provide sustainable sources of income to poor households, migrant families and returnees.

The project aims in reducing poverty and achieving sustainable peace through employment-focused, equitable and inclusive economic development by providing sustainable sources of income to poor households, migrant families and returnees. In line with the National Development Plan, the Industry Policy and the Agriculture Development Strategy "SAMRIDDHI" will diversify the range of economic activities to support in creation and expansion of viable rural, micro and small enterprises, both in the farming and off-farming sectors and attracting the resources of those who have migrated for employment and their family members towards productive investment.

HELVETAS Nepal is a key partner in "SAMRIDDHI". The project is being implemented in a corridor approach in 16 districts namely Bara, Rautahat, Sarlahi, Mahottari, Dhanusha, Siraha, Saptari and Sindhuli from Janakpur Corridor and Bhojpur, Khotang, Udaypur, Sunsari, Morang, Dhankuta Okhaldhunga and Tehrathum from Koshi/Sagarmatha Corridor. HELVETAS Nepal, a partner organization of the project to provide Technical Assistance for implementing vocational and apprenticeship training, will be responsible for the overall management and monitoring of the vocational skills and apprenticeship project component of SAMRIDDHI project.

The Rural Enterprises and Remittances Project (RERP) now invites proposals from the shortlisted consultants from the EOI process to provide consulting services for Delivering Vocational Training and Employment Services for Targeted Youths under Rural Enterprises and Remittances Project, SAMRIDDHI in Result-based Financing System.

2. Objectives of the assignment

The main objective of this assignment is to deliver quality vocational skill training for the targeted beneficiaries, following the CTEVT curricula of at least 390 hours and promote the gainful employment.

After completing the training, at least 95% of trainees will be appeared in skill testing Level-1 ensuring certification of at least 90% of the trainees and also assist them for employment so that at least 80% of the graduates have decent employment in trained occupations. Other objectives are to:

- Ensure that the targeted beneficiaries have participated in training
- Ensure the quality of training as per the developed quality indicators/criteria and training implementation manual developed by the project
- Confirm that trainees receive adequate practical (in-house practice and OJT or on-site/workplace exposure) experiences as per the curricula and agreed criteria
- Confirm that theory and practical sessions are well balanced during the classroom-based or on-site/workplace-based instruction following the defined criteria by CTEVT (20% theory and 80% practical)
- Ensure that graduates are facilitated to be employed in the competitive job market and will be able to earn at least NRs 10,000 per month income for at least 6 months post training period
- Ensure synergy among the different components of SAMRIDDHI project to enhance productivity of SAMRIDDHI promoted supply chain commodities through vocational skill trainings.
- Initiate process to institutionalize result based financing and vocational skills training within local government and private led training and employment service providers.

3. Scope of work

In line with the above stated objectives, the T&Es will be responsible to provide skills training and facilitate training graduates for getting into the employment in the related occupations. Vocational skill trainings have been divided into three categories which are mentioned in table below with guidelines.

Vocational skill training categories:

S.N	Category	Targeted Number of Trainees	Remarks
1	Category-1 Vocational skills training (Regular)	9,285	RMA will be conducted for demand and supply assessment of labor market to ensure the employability.

2	Category-2 Vocational skill training in agricultural sector from SAMRIDHI promoted supply chain commodity	2,600	<p>Around 50% of the trainees' participation will be ensured from recommendation of SAMRIDHI promoted supply chain component (commodities such as fish, vegetables, MAPS, goat, dairy sectors) and remaining 50% of the trainees will come from open market in coordination with local government and other market actors. Name of proposed districts and occupations are listed in table below in section 6.2.</p> <p>To meet the group size of 20, participants from both categories 1 & 2 can be combinedly enrolled in same training event. Alternatively, group size of 10 participants can be considered in case of not meeting the group size of 20 in certain occupations.</p>
3	Category-3 Vocational skill training in partnership with local government	1,500	<p>It is expected that 10% cost of the skills training will be contributed from local government.</p> <p>Under this category, consulting firms (T&Es) have to collaborate with local government and need to initiate from very beginning on trade selection, trainees' selection, income verification, support to trainees after completion of skills training, database management. Close collaboration and partnership between T&Es and local government is required for internalization of result based financing model in vocational skill training. List of proposed Palikas and districts are provided in table below in section 6.3.</p>
Total		13,385	

Followings are the scope of works:

- The training and employment service provider (T&Es) will be responsible for providing skills training and facilitate the post training employment. The trades/occupations for training will be based on Rapid Market Appraisal (RMA) to be conducted by the shortlisted T&Es.
- The training and employment service provider (T&Es) has to propose target, locations and occupations from allotted sectors.
- The training period should be of minimum 390 hours or 6 hours per day for 65 net training days following CTEVT curricula.

- The training and employment service provider (T&Es) will establish a reliable monitoring mechanism to confirm that minimum employment rate at the pre-defined income threshold.
- The trainings being provided by the training and employment service provider (T&Es) need to confirm to the minimum standards outlined in the CTEVT Curricula and National Occupational Skill Standard (NOSS) of the National Skills Testing Board (NSTB).
- The service contract period may vary depending on the number of services (skill trainings) to be delivered by the respective T&Es. Each of the training events must meet the standards of CTEVT/NSTB. Trainings are planned to begin from December 2022.
- The training and employment service provider (T&Es) should have planned the training programs targeting sector wise women percentage as mentioned under **section 4 of this ToR** including of dis-advantages groups and migrants' families.
- The training and employment service provider (T&Es) should ensure the coordination and synergetic implementation among the other project components of the SAMRIDDHI and proper coordination with local government of the particular *palikas*.
- The training and employment service provider (T&Es) should propose the VST training to cover all three categories in their proposal.

4. Occupations

Based on the Skills Sub-sector Analysis conducted by the SAMRIDDHI project and consultation with stakeholders through the workshops and interviews, following sectors were selected as most demanded and marketable. The table below shows the potential sectors, occupations, and number of trainees to be trained under this RFP. Target number for third round Vocational Skills training has been increased to 13,385 under three categories because of unconsumed target of second round as well as leading to apprenticeship training. Total number of proposed number of youths by sectors to be trained under this RFP is 13,385 as mentioned below.

SN	Sector	Target Number of Trainees			Women %
		Women	Men	Total	
1	Agriculture (Fish, Goat, MAPS, Dairy, Vegetables)	1690	910	2600	65
2	Automobile	180	480	660	27
3	Computer and electronics	250	500	750	33
4	Construction	850	1950	2800	30
5	Electrical	270	630	900	30
6	Handicraft	500	0	500	100

7	Health	625	80	705	89
8	Hospitality industry	500	600	1100	45
9	Mechanical	200	1000	1200	17
10	Textile	400	200	600	67
11	Tailoring/ Garment	800	0	800	100
12	Miscellaneous/others (Early Childhood Montessori Facilitator, Security guard, Receptionist cum Cashier, Singer, Basic Yoga instructor, Enterprise Development Officer, Offset press operator, Library assistant; Junior Optical Dispenser; Assistant Massage Therapist, Community Ear Health Worker etc.)	420	350	770	60
Total		6685	6700	13385	50

5. Sector wise list of occupations

The sectors listed below have been identified from Labor Market Survey done by the project.

S. N.	Sector	Sub sector/Occupation
1	Agriculture	Occupations in high demand, employable and priority: Village Animal Health Worker, Junior Poultry Technician, Community Agriculture Assistant, Banana Farming Technical Assistant, Mushroom Grower, Assistant Slaughter Technician, Dairy and Sweets Technician, Flower Decorator, Nursery and Garden Assistant, Off-Season Vegetable Producer, Junior Fishery Technician, Community Livestock Assistant, Organic Vegetable Producer, Herbal Farm worker etc.
2	Construction	Occupations in high demand, employable and priority: Bar Bender, Building Painter, Brick/Stone layer Mason, Chips/Marble polisher, Furniture Maker, Junior Plumber, Gabion Weaver, Scaffolder (Bamboo/Timber), Tile Marble Fitter, Wooden Furniture Polisher and Finisher, Construction worker, Gypsum Installer etc.

S. N.	Sector	Sub sector/Occupation
3	Tourism and Hospitality Industry	Occupations in high demand, employable and priority: Barista, Housekeeping cleaner, small hotel, and lodge Assistant, Sweets & Snacks maker, Continental Cook, Baker, care giver etc.
4	Mechanical	Occupations in high demand, employable and priority: Aluminum fabricator, Arc Welder, Lathe setter Operator, Mechanical Fitter, Refrigeration and Air Condition Junior Mechanics, Steel Furniture Maker, Structural Fabricator etc.
5	Tailoring/ Garment	Occupations in high demand, employable and priority: Garment Fabricator, Dress Maker, Fashion Designer etc
6	Automobile	Occupations in high demand, employable and priority: Junior Auto Mechanic, Motorcycle Service Mechanic, Light Vehicle Service Mechanic, Power Tiller Repairer, Light vehicle driver, Light vehicle mechanics etc.
7	Handicraft	Occupations in high demand, employable and priority: Bamboo handicraft Maker, Junior Bamboo Artisan, Mithila Folk Artist, Thangku Artist, Tharu handicraft Maker, Wood Carver etc
8	Health	Occupations in high demand, employable and priority: Barber, Dental Chair side Assistant, Physiotherapy, Assistant Beautician, Lab Assistant, Community Health Worker etc.
9	Computer & Electronic	Occupations in high demand, employable and priority: Cell/Phone repairer Technician, Junior Computer Hardware Technician, Computer programmer (Software), Computer repair and

S. N.	Sector	Sub sector/Occupation
		maintenance technician, LED TV repairer, FM radio Technical Assistant etc.
10	Electrical	Occupations in high demand, employable and priority: Industrial Electrician, Electrical appliance repairer, Electrical Motor Rewinder, Micro hydro Assistant, Building Electrician etc.
11	Textile	Allo processor, Carpet weaver, Dhaka weaver, radipakhi weaver,
12	Miscellaneous (others)	Occupations in high demand, employable and priority: Early Childhood Montessori Facilitator, Security guard, Receptionist cum Cashier, Salesperson, Offset press operator, Library assistant; Junior Optical Dispenser; Assistant Massage Therapist, Community Ear Health Worker etc.

Note: Consulting firms are flexible to propose occupations other than enlisted in the above table of given Sub-sectors

6. Geographical coverage:

The targeted training location for vocation skill training except mentioned in the tables below in section 6.2 and 6.3, will be determined through the Rapid Market Appraisal to be conducted by the shortlisted T&Es. The targeted working area for vocational skill training in agricultural sector from SAMRIDHI promoted supply chain commodity under category 2 is mentioned in table below in section 6.2. Similarly, targeted geographical area for vocational skill training in partnership with local government (under category 3) is provided in table below in section 6.3.

6.1 Geographical coverage for vocational skills training

Geographical areas for Training	Remarks
<p>Province 1: Bhojpur, Dhankuta, Terhathum, Khotang, Okhaldhunga, Udayapur, Morang, Sunsari districts (8)</p> <p>Province 2: Saptari, Siraha, Dhanusha, Mahottari, Sarlahi, Rautahat, Bara, districts (7)</p> <p>Province 3: Sindhuli district (1)</p>	<p>Training location will be determined through Rapid Market Appraisals to be conducted by shortlisted firms</p>

6.2 Geographical coverage and occupations for vocational skill training in agricultural sector from SAMRIDHI promoted supply chain commodity under category-2

SN	District	Village Animal Health Worker Technician	Community Livestock Assistant	Off-season vegetable producer	Junior Fishery Technician	Community Agriculture Assistant	Herbal Farm Worker	Dairy Technician	Dairy Product /Sweet Maker	Goat Keeper	Total
1	Morang	7	18	8	21	4	0	2	2	2	64
2	Sunsari	6	7	24	21	12	20	0	1	6	97
3	Dhankuta	16	20	30	0	15	0	2	2	14	99
4	Terathum	10	6	20	0	0	0	0	1	16	53
5	Bhojpur	12	8	40	0	6	0	1	1	18	86
6	Khotang	10	0	24	0	15	0	0	0	20	69
7	Okhaldhunga	12	0	40	0	8	0	0	0	24	84
8	Udayapur	15	25	20	0	10	20	0	0	14	104
9	Bara	10	40		20		10	10	10		100
10	Dhanusha		10	40	40		10		90		190
11	Mahottari	10	20	20					50		100
12	Rautahat						50				50
13	Saptari	10	10		20				10		50
14	Sarlahi	10	20	30		10	10				80
15	Sindhuli	10	17	10				10	10		57
16	Siraha	20	52	20	20	10					122
	Total	158	253	326	142	90	120	25	177	114	1405

Note: Above occupations and trainings are targeted to the SAMRIDDI promoted supply chain groups. The list of supply chain groups can be obtained from the corridor office of Itahari and Janakpur.

6.3 Vocational skill training in partnership with local government under category-3

S. N	Districts	Name of Local Government
1	Bara	Nijgadh municipality, Kolhabi municipality
2	Sarlahi	Hariwan municipality, Lalbandi municipality, Ishowarpur municipality, Barahathawa municipality
3	Rautahat	Brindaban Municipality
4	Dhanusha	Kshereshwarnath municipality, Nagarain municipality, Sahidnagar municipality
5	Siraha	Dhangadhimai municipality
6	Saptari	Dakneshwari municipality, Rupani rural municipality, Kanchanrup municipality



7	Sindhuli	Dudhauri municipality
8	Terathum	Myanlung municipality
9	Bhojpur	Bhojpur municipality
10	Dhankuta	Chaubese rural municipality
11	Morang	Kerabari rural municipality
12	Sunsari	Barakhshetra municipality
13	Udayapur	Belaka municipality
14	Mahottari	Bardibas municipality

7. **Coordination with local government:**

The finally selected T&Es shall establish proper coordination with respective local government while announcing the training, selecting the training venue and trainees, sharing the lesson learn towards the institutionalization of result-based financing mechanism of local government, leveraging the post training support and promoting ownership in collaboration and joint partnership with local government. Particularly in Training Category-3, the selected T&Es need to establish functional coordination with respective Palikas in terms of monitoring, fund flow and need to be accountable towards the *Palika* and the project. Detail roles and responsibilities of local government is elaborated in training implementation and monitoring manual.

8. **Selection of participants:**

The finally selected T&Es shall follow the “Training Implementation and Monitoring Manual” developed by SAMRIDDHI-Helvetas for participants’ selection. The manual can be collected from the SAMRIDDHI-Helvetas, Itahari/or Janakpur provincial office.

9. **Duration of the assignment:** Duration of this assignment will be of 12 months after signing the contract. The shortlisted T&Es should submit detailed work plan along with this Technical and Cost Proposals.

10. **Sufficiency and quality of non-instructional staff**

- Project Focal Person:** At least Bachelor’s degree in any relevant sector with 7 years of experience as project lead
- Training Coordinator:** Bachelor’s degree in any relevant sector with 5 years of experience in training management
- Monitoring Officer/ Placement Officer:** Bachelor’s degree in any relevant sector with 3 years of experience in training monitoring and placement of graduates
- Database Officer:** Bachelor’s degree in any relevant subject
- Accountant:** Bachelor’s degree in any relevant subject

11. **Quality of instructors:**

The instructors will be as follows.

-
- a. **Lead Instructors:** Qualified and experienced instructor (TSLC or Diploma or Level 2 holder having at least 5 years' experience in training delivery) will be mobilized as lead instructors.
- b. **Co-instructors:** Qualified and experienced instructor (Level 1 or at least 5 years experienced local practitioner) will be mobilized as co-instructor.
Out of two, at least one instructor should pose Training of Trainers (TOT) certification from TITI/CTEVT.
- 12. On-the job training:** The T&Es are required to manage on the job training facilities as prescribed by CTEVT curricula to trainees. During on-the-job training, continuous guidance, and supervision of the trainees from the experienced worker/trainers and monitoring personnel will be required.
- 13. Financial Education and Entrepreneurship Knowledge (FEEK):** The T&Es will facilitate the training sessions on financial education and entrepreneurship knowledge intermittently to ensure the better utilization of skills and earning to the graduates.
- 14. Employment placement plan and support:** The T&Es will facilitate for the job placement of the graduates. T&Es are required to develop a detail placement plan before completing the training course. The consultation with potential employers and experience sharing with successful entrepreneur can also be organized in-between the training duration. The T&Es are responsible to assist the graduates through adequate post training supports ensuring at least 80% gainful employment in the related occupations.
- 15. Assessment of trainees' performance and record keeping:** The T&Es are responsible for keeping the records of all training related activities including daily/weekly performance assessment or evaluation of the major tasks mentioned on the curriculum of each of the trainees and keep record with the individual plan of additional support to weak performers
- 16. Facilitation for enterprise establishment:** The T&Es will support the potential entrepreneurs to opt with enterprise development by facilitating the possible financial services, enterprise support services to be furnished by the FNCCI/AEC and/or other similar agencies.
- 17. Facilitation for Skills testing:** The T&Es are responsible to facilitate skill testing of all the trainees ensuring at least 90% trainees succeed in the test administered by the NSTB.
- 18. Monitoring Mechanism:** The T&Es will be responsible to establish a reliable internal monitoring mechanism to confirm quality training delivery and post training facilitation as per the Implementation and Monitoring Guideline to be provided by the project.
- 19. Database Management:** The T&Es are responsible to feed in the accurate and reliable data in timely manner as per the activities and milestones set by the project according to Training and Trainees Category.
- 20. Technical assistance, training management and monitoring**
Helvetas Nepal is a partner organization of the project so as to provide technical support on implementation and monitoring of Sub-component 1.3 of SAMRIDDHI. Helvetas Nepal will draw

its proven experience and expertise of the Employment Fund Project in implementing outcome-based financing and market-based skills training.

The Team from Helvetas responsible for this project will manage the Training and Employment Service Providers and ensure their mobilization, reporting and post-training follow-up. Helvetas will also conduct capacity building training on Monitoring and Reporting, Database operation to the staffs of training providers to ensure the smooth and quality implementation.

Quality training implementation will be ensured through regular monitoring of the vocational skills training activities, processes and results by the Helvetas team. The training process will be monitored at its pre, during and post training stages at least 4 times per training event to access the quality compliances against the agreed quality. The result in terms of employment and income will be monitored at least 2 times i.e. three months post training verification and 6 months post training verification and make the recommendation for the corresponding outcome prices. Income verification of the trainees who are recommended from supply chain component of the project will not be conducted. Post training follow up of graduates who are recommended by supply chain component of the project will be the responsibility of supply chain team.

21. Income threshold and Incentive Scheme

The project targets specific groups of youths to facilitate in the training and employment opportunities. The graduates must be employed for at least six months with a minimum monthly income of NRs 10,000.00 if employed in Nepal. If the graduates on his/her own decision, gone for employment out of country the threshold will be applied as NRs 15,500.00 if employed in India, and NRs 25,000.00 if employed aboard/overseas.

Trainees from SAMRIDDHI promoted supply chain under category-2 must ensure the use of knowledge and technologies after receiving the skill training. T&Es need to develop individual action plan graduates after completion of the training for reporting purpose to be eligible for payment.

The verification of the employment status of the trainees will be done physically twice in three and six months after the training completion except for trainees of SAMRIDDHI promoted supply chain groups under category-2. In case of work in India or abroad, an appropriate mechanism will be established and mentioned in monitoring guideline.

Differential incentive will be provided to T&Es to encourage them to enrol the youths from targeted groups/communities as follows. However, provision of incentive will not be applicable for the trainees who are recommended from supply chain component of the project.

Target Groups and Category of Trainees	Incentive provision
Cat. A: Economically poor** women from discriminated groups (Dalit women and women from all groups with special needs)	60% of the training cost
Cat. B: Economically poor women not referred to under category A	50% of the training cost
Cat. C: Economically poor men from discriminated groups (Dalit, Janajati, <i>Madeshi</i>), and men from all groups with special needs	40% of the training cost

Cat. D: Economically poor men not referred to under category C	30% of the training cost
---	--------------------------

***The definition of poverty will be adopted or aligned with SAMRIDDHI project.*

Note: Trainees will be selected in coordination with respective component of supply chain of SAMRIDDHI project under the category-2 for 50 percent participants.

22. Allocation of targets number of trainees for this RFP call as per the scores obtained by each Consulting Firm in EOI assessment

Scores obtained in EOI assessment by the Consulting Firms (out of 100)	Ranks	Ranges of target trainees that can be called during Request for Proposal (RFP) round	
		Minimum	Maximum
60-64	E	100	160
65-69	D	160	220
70-74	C	220	300
75-79	B	300	380
80 above	A	380	500

23. Deliverables

- The T&E shall arrange all pre-training requirements (like training announcement, venue selection, trainee selection and other logistic arrangements)
- The T&Es shall conduct trainings as per implementation and monitoring manual provided by the project and agreed time schedule and other conditions mentioned in bilateral agreement.
- The T&Es shall furnish the final implementation plan immediately after agreement and periodic reports i.e. training completion reports, employments reports (after 3 and 6 months of post training period) as mentioned in bilateral agreement.
- The T&E shall be responsible to arrange the skill test and coordinate with National Skill Testing Board (NSTB) and to conduct the skill test in agreed dates with NSTB
- The T&Es shall be responsible to seek the consent from Local Government and other authorities applicable to conduct the training and to coordinate with local stakeholders during the course of implementing the agreed services.

24. Payment Terms

Disbursement to the T&Es against the service delivery will be made in four tranches as mentioned below:

-
- **First installment:** After initiating the training implementation and submission of list of enrolled trainees
 - **Second installment:** After submission of training completion report
 - **Third installment:** After 3 months job placement and joint employment verification reports; and
 - **Fourth installment:** After 6 months job placement and joint income and employment verification reports together with skill test report.

Third and fourth instalments will be paid only for those trained people who are gainfully employed.

Each of the above four completed tasks and reports to be submitted for payments by the T&Es will be verified by the Technical Support team of Helvetas (and/or Project) before making the tranche payments. The details about the monitoring and verification procedure are elaborated in monitoring manual which will also be reflected in bilateral agreement.

T&Es need to develop individual action plan after the completion of skills training for the trainees who are recommended from supply chain component of the project. After completion of the training and submission of individual action plans to supply chain team, remaining payment will be released in one tranche for those trainees. Verification of employment and income will not be applicable for these trainees.

At least 10% of the total budget will be contributed by local government for the trainees under category-3. Detailed payment procedures for each category will be elaborated in respective agreement to be signed with T&Es based on revised training implementation and monitoring manual.

PART II

Section 8. Conditions of Contract and Contract Forms

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

between

**Rural Enterprises and Remittances Project (SAMRIDDHI)
Project Management Office
Itahari, Sunsari**

and

(Name of the Firms)

Consulting Service for delivering vocational training and employment services for targeted Youths under Rural Enterprises and Remittances Project, SAMRIDDHI

Contract No. RERP-CS-VST-3-01/2079/780

**Funding Agency: International Fund for Agriculture Development (IFAD)
(IFAD Loan No.: 701 and Grant No.: 702)**

Date:2022

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Preface

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

I. Form of Contract

LUMP-SUM

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

This CONTRACT (hereinafter called the “Contract”) is made the [number] day of the month of [month], [year], between, on the one hand, *Rural Enterprises and Remittances Project (RERP) “SAMRIDDHI”* (hereinafter called the “Client”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the “Consultant”).]

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received a loan and a grant from the International Fund for Agricultural Development (IFAD) toward the cost of the Services and intends to apply a portion of the proceeds of this loan/grant] to eligible payments under this Contract, it being understood that (i) payments by IFAD will be made only at the request of the Client and upon approval by IFAD; (ii) such payments will be subject, in all respects, to the terms and conditions of the loan/grant agreement, including prohibitions of withdrawal from the loan/grant account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of IFAD, is prohibited by the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the loan/grant] agreement or have any claim to the loan/grant proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (including Attachment 1 “IFAD Policy – Fraud and Corruption);
 - (b) The Special Conditions of Contract;
 - (c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Remuneration Cost Estimates

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- Appendix D: Reimbursable Cost Estimates
 - Appendix E: Form of Advance Payments Guarantee

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

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

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

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

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

[Authorized Representative of the Consultant – name and signature]

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

For and on behalf of each of the members of the Consultant *[insert the name of the Joint Venture]*

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions	<p>1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none">(a) “Applicable Guidelines” means the Project Procurement Guidelines, dated September 2010.(b) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time.(c) “IFAD” means the International Fund for Agricultural Development.(d) “Borrower” means the Government, Government agency or other entity that signs the financing agreement with IFAD.(e) “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.(f) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.(g) “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).(h) “Day” means a working day unless indicated otherwise.(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 the Client’s country.(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,
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	<p>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> <p>(p) "Local Currency" means the currency of the Client's country.</p> <p>(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.</p> <p>(r) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.</p> <p>(s) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.</p> <p>(t) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.</p> <p>(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.</p> <p>(v) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.</p>
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.
4. Language	4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
5. Headings	5.1. The headings shall not limit, alter or affect the meaning of this Contract.
6. Communications	<p>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.</p> <p>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.</p>
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. IFAD requires compliance with its policy in regard to fraud and corruption as set forth in Attachment 1 to the GCC.
a. Commissions and Fees	10.2. The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by IFAD.

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 twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
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 the SCC.
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.

<p>16. Modifications or Variations</p>	<p>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.</p> <p>16.2. In cases of substantial modifications or variations, the prior written consent of the IFAD is required.</p>
<p>17. Force Majeure</p>	
<p>a. Definition</p>	<p>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.</p> <p>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.</p> <p>17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>
<p>b. No Breach of Contract</p>	<p>17.4. The failure of a Party to fulfil 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.</p>

<p>c. Measures to be Taken</p>	<p>17.5. 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.</p> <p>17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>17.7. 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.</p> <p>17.8. 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:</p> <p>(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</p> <p>(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.</p> <p>17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 48 & 49.</p>
<p>18. Suspension</p>	<p>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.</p>
<p>19. Termination</p>	<p>19.1 This Contract may be terminated by either Party as per provisions set up below:</p>
<p>a. By the Client</p>	<p>19.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):</p> <p>(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of</p>

	<p>suspension pursuant to Clause GCC 18;</p> <p>(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;</p> <p>(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49.1;</p> <p>(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;</p> <p>(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;</p> <p>(f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.</p> <p>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 fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.</p>
<p>b. By the Consultant</p>	<p>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.</p> <p>(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 49.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.</p> <p>(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.</p> <p>(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.</p> <p>(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.</p>
<p>c. Cessation of Rights and Obligations</p>	<p>19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the</p>

	Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.
d. Cessation of Services	19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.
e. Payment upon Termination	19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant: <ul style="list-style-type: none"> (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures 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	<p>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.</p> <p>20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.</p> <p>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.</p>
b. Law Applicable to Services	<p>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.</p> <p>20.5 Throughout the execution of the Contract, the Consultant shall</p>

	<p>comply with the import of goods and services prohibitions in the Client's country when</p> <p>(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or</p> <p>(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.</p> <p>20.6 The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.</p>
21. Conflict of Interests	<p>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.</p>
a. Consultant Not to Benefit from Commissions, Discounts, etc.	<p>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.</p> <p>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 IFAD's Applicable Guidelines, 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.</p>
b. Consultant and Affiliates Not to Engage in Certain Activities	<p>21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.</p>
c. Prohibition of Conflicting Activities	<p>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 business or professional activities that would conflict with the activities assigned to them under this Contract</p>
d. Strict Duty to Disclose Conflicting Activities	<p>21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to</p>

	serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
22. Confidentiality	22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
23. Liability of the Consultant	23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.
24. Insurance to be taken out by the Consultant	24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
25. Accounting, Inspection and Auditing	25.1 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 in such form and detail as will clearly identify relevant time changes and costs. 25.2. The Consultant shall permit and shall cause its Sub-consultants to permit, IFAD and/or persons appointed by IFAD 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 IFAD if requested by IFAD. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of IFAD's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under IFAD's prevailing sanctions procedures.)
26. Reporting Obligations	26.1 The Consultant shall submit to the Client the reports and documents specified in Appendix A , in the form, in the numbers and within the time periods set forth in the said Appendix.
27. Proprietary Rights of the Client in Reports and Records	27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents,

	<p>data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.</p> <p>27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.</p>
28. Equipment, Vehicles and Materials	<p>28.1 Equipment, vehicles and materials made available to the Consultant by the Client or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.</p> <p>28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.</p>

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

29. Description of Key Experts	<p>29.1 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.</p> <p>29.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in Appendix B may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 41.2.</p> <p>29.3 If additional work is required beyond the scope of the Services specified in Appendix A, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 41.1, the Parties shall sign a Contract amendment.</p>
30. Replacement of Key Experts	<p>30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.</p> <p>30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's</p>

	<p>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.</p>
<p>31. Approval of Additional Key Experts</p>	<p>31.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty-two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.</p>
<p>32. Removal of Experts or Sub-consultants</p>	<p>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.</p> <p>32.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.</p> <p>32.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.</p>
<p>33. Replacement/ Removal of Experts – Impact on Payments</p>	<p>33.1 Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.</p>
<p>34. Working Hours, Overtime, Leave, etc.</p>	<p>34.1 Working hours and holidays for Experts are set forth in Appendix B. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in Appendix B.</p> <p>34.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix B, and the Consultant's remuneration shall be deemed to cover these items.</p> <p>34.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.</p>

E. OBLIGATIONS OF THE CLIENT

<p>35. Assistance and Exemptions</p>	<p>35.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:</p> <ul style="list-style-type: none"> (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.
<p>36. Access to Project Site</p>	<p>36.1 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 wilful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.</p>
<p>37. Change in the Applicable Law Related to Taxes and Duties</p>	<p>37.1 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</p>

	amounts specified in Clause GCC 41.1
38. Services, Facilities and Property of the Client	<p>38.1 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.</p> <p>38.2 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 41.3.</p>
39. Counterpart Personnel	<p>39.1 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.</p> <p>39.2 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 41.3.</p> <p>39.3 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.</p>
40. Payment Obligation	<p>40.1 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.</p>

F. PAYMENTS TO THE CONSULTANT

41. Ceiling Amount	<p>41.1 An estimate of the cost of the Services is set forth in Appendix C (Remuneration) and Appendix D (Reimbursable expenses).</p> <p>41.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC.</p> <p>41.3 For any payments in excess of the ceilings specified in GCC41.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.</p>
42. Remuneration and Reimbursable Expenses	<p>42.1 The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the</p>

	<p>performance of the Services.</p> <p>42.2 All payments shall be at the rates set forth in Appendix C and Appendix D.</p> <p>42.3 Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.</p> <p>42.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in Appendix B, (iii) the Consultant's profit, and (iv) any other items as specified in the SCC.</p> <p>42.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.</p>
<p>43. Taxes and Duties</p>	<p>43.1 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.</p> <p>43.2 As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.</p>
<p>44. Currency of Payment</p>	<p>44.1 Any payment under this Contract shall be made in the currency (ies) specified in the SCC.</p>
<p>45. Mode of Billing and Payment</p>	<p>45.1 Billings and payments in respect of the Services shall be made as follows:</p> <p>(a) <u>Advance payment</u>. Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix 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.</p> <p>(b) <u>The Itemized Invoices</u>. 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 44 and GCC 45 for such interval, or any other period indicated in the SCC. Separate invoices shall be</p>

	<p>submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.</p> <p>(c) The Client shall pay the Consultant's invoices within sixty (60) 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.</p> <p>(d) <i>The Final Payment.</i> 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 ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report 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 twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.</p> <p>(e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.</p> <p>(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.</p>
<p>46. Interest on Delayed Payments</p>	<p>46.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 45.1 (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.</p>

G. FAIRNESS AND GOOD FAITH

<p>47. Good Faith</p>	<p>47.1 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.</p>
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H. SETTLEMENT OF DISPUTES

<p>48. Amicable Settlement</p>	<p>48.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.</p>
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	<p>48.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49.1 shall apply.</p>
<p>49. Dispute Resolution</p>	<p>49.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.</p>

I. General Conditions

Attachment 1: IFAD Policy – Fraud and Corruption

(the text in this Attachment 1 shall not be modified)

IFAD's Project Procurement Guidelines September 2010:

Fraud and Corruption

IFAD requires that its own staff and the staff of Borrowers/Recipients (including beneficiaries of IFAD financing), and all bidders, suppliers, contractors and consultants under IFAD-financed contracts, observe the highest standard of ethics and integrity during the execution of and procurement under such contracts. This position is clearly stated in the IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations (hereafter: the anticorruption policy), which applies to these guidelines. In line with this policy, IFAD will have the right to:

- (a) Reject a proposal for award if it determines that the bidder, supplier, contractor or consultant recommended for award has, directly or through an agent, engaged in coercive, collusive, corrupt or fraudulent practices in competing for the contract in question;
- (b) Suspend or cancel all or part of the financing in accordance with the General Conditions if it determines at any time that representatives of the Borrower/Recipient or of a beneficiary of the financing engaged in coercive, collusive, corrupt or fraudulent practices during the procurement or the execution of that contract, without the Borrower/Recipient having taken timely and appropriate action satisfactory to IFAD to remedy the situation;
- (c) Sanction an individual or firm – which may include declaring the individual or firm ineligible to be awarded an IFAD-financed contract indefinitely or for a stated period of time – if at any time it determines that the individual or firm has, directly or through an agent, engaged in coercive, collusive, corrupt or fraudulent practices in competing for, or in executing, an IFAD-financed contract;
- (d) Require that bidding documents and the contracts that it finances include a provision requiring suppliers, contractors and consultants to permit IFAD to inspect their accounts, records and other documents relating to the bid submission and contract performance, and to have them audited by IFAD-appointed auditors;
- (e) Refer any cases of irregular practices that include, but are not limited to, fraud and corruption to the relevant national authorities for further investigation; and
- (f) Apply, in the event of cases in which irregular practices have been determined, the sanctions it deems necessary and appropriate.

II. Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of Nepal
4.1	The language is: English.
6.1 and 6.2	<p>The addresses are:</p> <p>Client: Rural Enterprises and Remittances project, SAMRIDDHI Project Management Office Itahari-20, Sunsari, Nepal. Phone: 025-475876,</p> <p>Attention : Mr. Saroj Prasad Guragain, Project Manager Facsimile : _____ E-mail (where permitted): info@moics.gov.np Consultant : _____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted) : _____</p>
8.1	<i>N/A</i>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: Mr. Saroj Prasad Guragain, Project Manager</p> <p>For the Consultant: [name, title]_____</p>
11.1	<i>N/A</i>
12.1	Termination of Contract for Failure to Become Effective: The time period shall be two months.
13.1	<p>Commencement of Services:</p> <p>The number of days shall be fifteen.</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	Expiration of Contract: The time period shall be [twelve months].
21 b.	The Client reserves the right to determine whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3

23.1	No additional provisions.
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of;</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage <i>in accordance with the applicable law in the Client's country</i>;</p> <p>(c) Third Party liability insurance, with a minimum coverage <i>in accordance with the applicable law in the Client's country</i>;</p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
27.2	The Consultant shall not use the materials developed and the data collected for purposes unrelated to this Contract without the prior written approval of the Client.
41.2	<p>The ceiling in foreign currency or currencies is: Not Applicable.</p> <p>The ceiling in local currency is: _____ <i>[insert amount and currency] indicate: inclusive or exclusive</i> of VAT.</p> <p>VAT chargeable in respect of this Contract for the Services provided by the Consultant shall be paid by the Client to the Consultant.</p> <p>The amount of such taxes is _____ <i>[insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.]</i></p>
42.3	Price adjustment on the remuneration does not apply.
43.1 and 43.2	The Consultant, the Sub-consultants and the Experts are responsible for meeting any and all tax liabilities other than Value Added Tax (VAT) arising from or under the Contract. The Client shall pay the Consultant, the Sub-consultants and the Experts VAT imposed on the Consultant, the Sub-consultants and the Experts arising from the Contract under the laws of Nepal.
44.1	The currency of payment shall be the following: Nepalese Rupees (NPR)
45.1(a)	The following provisions shall apply to the advance payment and the advance bank payment guarantee: Not applicable

45.1(b)	<p>The outcome price comprises the direct training cost and % of incentive based on the categories of trainees enrolled. The RFP has considered estimated average 45% of incentives and 88% of gainful employment rate. The payment to the T&Es will be made as per actual composition of trainees enrolled and actual gainful employment rate determined by final income and employment verification done by project.</p> <p>The consulting firm will be paid as per following schedule: Category-1, 3 & 2 (except for SAMRIDDHI promoted supply chain group)</p> <ul style="list-style-type: none"> • First installment: After initiating the training implementation and submission of list of enrolled trainees (10% of outcome price) • Second installment: After submission of training completion (40% outcome price) • Third installment: After 3 months job placement and joint employment verification reports (25% outcome price); and • Fourth installment: After 6 months job placement and joint income and employment verification reports (25% outcome price) together with skill test report. <p>Third and fourth installments will be paid only for those trained people who are gainfully employed.</p> <p>Note for category 3: Contribution of local government on each installment will be released directly from local government on proportionate basis.</p> <p>Category-2 (for participants recommended from SAMRIDDHI promoted supply chain groups)</p> <ul style="list-style-type: none"> • First installment: After initiating the training implementation and submission of list of enrolled trainees (10% of outcome price) • Second/final installment: After submission of training completion and skill test report of relevant occupation (90% outcome price) <p>Tax shall be applied as per GoN rules.</p>
45.1(e)	<p>The accounts are: for local currency: <i>[insert account]</i>.</p>
46.1	<p>The interest rate is: 6%.</p>
49.	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to Nepal Council of Arbitration (NEPCA) for a list of not fewer than five (5)

	<p>nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, NEPCA shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Nepal Council of Arbitration (NEPCA).</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the NEPCA to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>4. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in Itahari;</p> <p>(b) the English language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>

III. Appendices

Appendix 1: Additional Provisions

Capitalized terms that are used but not defined in this Annex shall have the meaning given to them in the general conditions of contract (GCC), the special conditions of contract (SCC), the IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations, the IFAD Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse, or in the Financing Agreement or related agreements.

A. IFAD's Rights

1. IFAD has jurisdiction to investigate allegations and other indications of prohibited practices and to impose sanctions on third parties (including contractors) for such practices in connection with an IFAD-financed and/or IFAD-managed operation or activity.
2. IFAD may unilaterally recognize debarments imposed by other Multilateral Development Banks if such debarments meet the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions.⁸

B. Compliance with the IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations and with its Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse

3. The contractor shall comply fully with the **IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations** (the "Anti-Corruption Policy", accessible at www.ifad.org/anticorruption_policy) and its **Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse** (the "SH/SEA Policy") (accessible at <https://www.ifad.org/en/document-detail/asset/40738506>). Non-compliance with these Policies may result in administrative measures, including the suspension or termination of the contract between the contractor and the procuring entity.
4. The contractor, when submitting the signed contract agreement to the procuring entity, shall enclose the completed self-certification form provided in Annex 1(i).
5. The contractor shall fully cooperate with any investigation conducted by IFAD, as required pursuant to IFAD's policies and procedures, including by: (i) making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to the relevant IFAD-financed and/or IFAD-managed operation or activity, and (ii) having such accounts, premises, records and documents audited and/or inspected by auditors and/or investigators appointed by IFAD.
6. The contractor shall maintain all accounts, documents and records relating to an IFAD-financed and/or IFAD-managed operation or activity for a minimum period of three years following the completion of the contract.

⁸ The Agreement for Mutual Enforcement of Debarment Decisions was entered into by the World Bank Group, the Inter-American Development Bank, the African Development Bank, the Asian Development Bank and the European Bank for Reconstruction and Development, additional information may be located at: <http://crossdebarment.org/>.

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7. The contractor shall promptly report to IFAD any allegations or other indications of prohibited practices, as defined in the Anti-Corruption Policy, that come to their attention during the execution of the Contract. Instructions for reporting such allegations are found here: <https://www.ifad.org/en/anti-corruption>.
 8. The contractor shall promptly report to IFAD or the procuring entity any allegations or other indications of sexual harassment and sexual exploitation and abuse, as defined in the SH/SEA Policy, that come to their attention during the execution of the Contract. Instructions for reporting such allegations are found here: <https://www.ifad.org/en/ethics>

C. Flow-Through Provisions

9. In any subcontract entered into by the contractor, as permitted by this contract, the contractor shall ensure the inclusion of all the provisions contained in sections (A) through (C).

Appendix 2: Self-Certification Form

In satisfaction of Section B of the Additional Provisions at Annex X of the Contract, this Self-Certification Form is to be completed by the Contractor. The Contractor shall submit the completed form together with the signed Contract Agreement to the **[Procuring Entity's name to be inserted here] [provide email address]**. Instructions for completing this form are provided below.

Full Legal Name of Contractor:	
Full Legal Name of Contractor's Legal Representative and position:	
Full Name and Number of Contract:	
Project with which Contract was Signed:	
Country:	
Date:	

I hereby certify that I am the authorized representative of **[Name of the contractor]**, as well as that the information provided herein is true and accurate in all material respects and understand that any material misstatement, misrepresentation or failure to provide the information requested in this self-certification may result in sanctions and remedies, including the suspension or termination of the contract between the contractor and the procuring entity, as well as the permanent ineligibility to participate in IFAD-financed and/or IFAD-managed activities and operations, in accordance with the IFAD Procurement Guidelines, the IFAD Procurement Handbook and other applicable IFAD policies and procedures, including **IFAD's Policy on Preventing Fraud and Corruption in its Activities and Operations** (accessible at www.ifad.org/anticorruption_policy) and its **Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse** (accessible at <https://www.ifad.org/en/document-detail/asset/40738506>).

Authorized Signature: _____ **Date:** _____

Printed Name of Signatory: _____

The contractor certifies that itself, including its director(s), partner(s), proprietor(s), key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners have **NOT** engaged in fraudulent, corrupt, collusive, coercive or obstructive practices, in connection with the present procurement process and this contract.

The contractor declares that the following criminal convictions, administrative sanctions (including debarments under the Agreement for Mutual Enforcement of Debarment Decisions or the "Cross-Debarment Agreement")⁹ and/or temporary suspensions have been imposed on the contractor and/or any of its directors, partners, proprietors, key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners:

Nature of the measure (i.e., criminal conviction, administrative sanction or temporary suspension)	Imposed by	Name of party convicted, sanctioned or suspended (and relationship to contractor)	Grounds for the measure (i.e., fraud in procurement or corruption in contract execution)	Date and time (duration) of measure

If no criminal convictions, administrative sanctions or temporary suspensions have been imposed, indicate "none".

The Contractor certifies that its director(s), proprietor(s), and personnel, and the personnel of its Agents, Sub-Consultants, Sub-Contractors, Consortium and Joint Venture partners are **NOT** subject to a criminal conviction, administrative sanctions or investigations for incidents of Sexual Harassment and Sexual Exploitation and Abuse.

The contractor certifies that itself, its proprietor(s), agents, sub-consultants, sub-contractors, consortium and joint venture partners have **NO** actual, potential or reasonably perceived conflicts of interest and specifically that they:

Do not have any actual or potential, and do not reasonably appear to have, at least one controlling partner in common with one or more other parties in the bidding process or the execution of the contract ;

Do not have any actual or potential, and do not reasonably appear to have the same

⁹ The Cross-Debarment Agreement was entered into by the World Bank Group, the Inter-American Development Bank, the African Development Bank, the Asian Development Bank and the European Bank for Reconstruction and Development, additional information may be located at: <http://crossdebarment.org/>.



legal representative as another bidder for purposes of this bid or execution of the contract;

- Do not have any actual or potential, and do not reasonably appear to have a relationship, directly or through common third parties, that puts them in a position to have access to undue or undisclosed information about or influence over the bid process and the execution of the contract, or influence the decisions of the procuring entity regarding the selection process for this procurement or during the execution of the contract;
- Do not participate and do not potentially or reasonably appear to participate in more than one bid in this process; and
- Do not have any actual or potential, and do not reasonably appear to have, a business or family relationship with, a member of the procuring entity's board of directors or its personnel, the Fund or its personnel, or any other individual that was, has been or might reasonably be directly or indirectly involved in any part of (i) the preparation of the bidding document, (ii) the selection process for this procurement, or (iii) execution of the contract, unless the actual, potential or reasonably conflict stemming from this relationship has been explicitly authorized by the Fund in writing.

[To be completed only if the previous boxes were not checked]

The contractor declares the following actual, potential or reasonably perceived conflicts of interest, that may affect, or might reasonably be perceived by others to affect, impartiality in any matter relevant to the procurement process, including the selection process and the execution of the contract, with the understanding and acceptance that any action upon this disclosure shall be entirely under the Fund's discretion:

[provide detailed description of any actual, potential or reasonably perceived conflicts of interest including their nature and the personnel, proprietor(s), agents, sub-consultants, sub-contractors, consortium or joint venture partners affected.]

- The contractor certifies that **NO** gratuities, fees, commissions, gifts or anything else of value, other than those shown in the bid, have been paid or exchanged or are to be paid or exchanged with respect to the present procurement process and this contract.

OR

[To be completed only if the previous box was not checked]

The contractor declares that the following gratuities, fees, commissions, gifts or anything else of value have been exchanged, paid or are to be exchanged or paid with respect to the present procurement process and this Contract:

- [Name of Recipient/Address/Date/Reason/Amount]
- [Name of Recipient/Address/Date/Reason/Amount]

The Contractor acknowledges and accepts to notify the procuring entity in the event of any material change in connection with this Self-Certification Form throughout the duration of the Contract.

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Client’s input, including counterpart personnel assigned by the Client to work on the Consultant’s team; specific tasks that require prior approval by the Client.

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

APPENDIX B - KEY EXPERTS

[Insert a table based on Form TECH-6 of the Consultant’s Technical Proposal and finalized at the Contract’s negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from the Client’s country; entitlement, if any, to leave pay; public holidays in the Client’s country that may affect Consultant’s work; etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty five (25) working (billable) days. One working (billable) day shall be not less than seven (7) working (billable) hours.]

APPENDIX C – REMUNERATION COST ESTIMATES

1. Monthly rates for the Experts:

[Insert the table with the remuneration rates. The table shall be based on [Form FIN-3] of the Consultant’s Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3] at the negotiations or state that none has been made.]

APPENDIX D – REIMBURSABLE EXPENSES COST ESTIMATES

1. *[Insert the table with the reimbursable expenses rates. The table shall be based on [Form FIN-4] of the Consultant’s Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-4] at the negotiations or state that none has been made.*



[Handwritten signature]

2. *All reimbursable expense shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount.]*



A handwritten signature in black ink is located in the bottom left corner, overlapping the logo. The signature is stylized and appears to be 'G. S.'.

APPENDIX E - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 45.1 (a) and SCC 45.1(a)]

Bank Guarantee for Advance Payment

_____ *[Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[Name and Address of Client]*

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that _____ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. _____ *[reference number of the contract]* dated _____ with you, for the provision of _____ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ *[amount in figures]* () *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we _____ *[name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ *[amount in figures]* () *[amount in words]*¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant are in breach of their obligation under the Contract because the Consultant have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number _____ at _____ *[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultant has made full repayment of the amount of the advance payment, or on the __ day of _____, 2____, ² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

_____ *[Signature (s)]*

Note: *All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.*

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency (ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

