



REQUEST FOR PROPOSALS

**RFP No.: NP-MOLESS-255083-CS-QCBS-POM-SKILLS
DEVELOPMENT TRAINING**

**Selection of Consulting Services for: Workplace Based Technical Skills
Development and Life Skills Training**

**Cluster No: (To be Written by Service Provider)
Name of The Trade/Trades: (To be Written by Service Provider)**

**Client: Ministry of Labour, Employment Social Security, Prime Minister
Employment Program, Youth Employment Transformation Initiative**

Country: Nepal

Project: Youth Employment Transformation Initiative Project

Issued on: 27 June 2023

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Preface

This Request for Proposals (“RFP”) has been prepared by the Client and is based on the Standard Request for Proposals (“SRFP”) issued by the World Bank¹ (“the Bank”), dated September 2011.

The SRFP reflects the structure and the provisions of the Master Procurement Document for Selection of Consultants (“Master Document”) prepared by participating Multilateral Development Banks (MDBs), except where specific considerations within the respective institutions have required a change.

¹ References in this SRFP to the “World Bank” or “Bank” include both the International Bank for Reconstruction and Development (IBRD) and International Development Association (IDA).

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PART I

Section 1. Letter of Invitation

RFP No. NP-MOLESS-255083-CS-QCBS-POM-SKILLS DEVELOPMENT TRAINING;

Loan/Credit/Grant No. IDA-64870

Kathmandu, Nepal

Date: 27 June 2023

To: All Shortlisted Service Providers

Dear Mr. /Ms.:

1. The *Ministry of Labour, Employment and Social Security (MoLESS), Prime Minister Employment Program (PMEP)*, (hereinafter called "Borrower") has received financing from the International Development Association (IDA) (the "Bank") in the form of a "loan" (hereinafter called "loan" toward the cost of *Youth Employment Transformation Initiative (YETI) Project*). The *Ministry of Labour, Employment and Social Security (MoLESS), Prime Minister Employment Program (PMEP)*, an implementing agency of the Client, intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Request for Proposals is issued. Payments by the Bank will be made only at the request of the *MoLESS* and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the loan agreement. The loan agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the *MoLESS* shall derive any rights from the loan agreement or have any claims to the proceeds of the loan.
2. The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): *Procurement of Training Provider for Workplace Based Technical Skills Development and Life Skills Training*. 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 following shortlisted Consultants:

To all shortlisted Service Providers
4. It is not permissible to transfer this invitation to any other firm.
5. A firm will be selected under *Quality and Cost Based Selection (QCBS)* procedures and in a Simplified Technical Proposal (STP) format as described in this RFP, in accordance with

the policies of the Bank detailed in the Consultants' Guidelines which can be found at the following website: www.worldbank.org/procure.

6. The RFP includes the following documents:

- Section 1 - Letter of Invitation
- Section 2 - Instructions to Consultants and Data Sheet
- Section 3 - Technical Proposal STP] - Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 5 – Eligible Countries
- Section 6 – Bank's Policy – Corrupt and Fraudulent Practices
- Section 7 - Terms of Reference
- Section 8 - Standard Forms of Contract (Lump-Sum)

7. Please inform us by *30 June 2023 during office hours*, in writing at *Singhadurwar, Kathmandu*, by E-mail info.pmep.np@gmail.com:

- (a) that you have received the Letter of Invitation; and
- (b) whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate 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 17.7 and 17.9 of the ITC.

Yours sincerely,

*Ramchandra Dhakal,
National Project Director (Joint Secretary)
Ministry of Labour, Employment and Social Security
Prime Minister Employment Program
Youth Employment Transformation Initiative Project
Phone No: +977 1 4200477
Email: info.pmep.np@gmail.com*

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, acceptable to the Bank, 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

- (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.
- (b) “Applicable Guidelines” means the policies of the Bank governing the selection and Contract award process as set forth in this RFP.
- (c) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (d) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (e) “Borrower” means the Government, Government agency or other entity that signs the *[loan/financing/grant²]* agreement with the Bank.
- (f) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (g) **Client’s Personnel** is as defined in Clause GCC 1.1(e).
- (h) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (i) **Contractor** is as defined in Clause GCC 1.1.(h).
- (j) **Contractor’s Personnel** is as defined in Clause GCC 1.1(i).
- (k) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes

² *[“loan agreement” term is used for IBRD loans; “financing agreement” is used for IDA credits; and “grant agreement” is used for Recipient-Executed Trust Funds administered by IBRD or IDA]*

all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).

- (l) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (m) “Day” means a calendar day.
- (n) “ES” means environmental and social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)).
- (o) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (p) “Government” means the government of the Client’s country.
- (q) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (r) “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.
- (s) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (t) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (u) “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.

(v) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.

(w) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.

(x) “Services” means the work to be performed by the Consultant pursuant to the Contract.

(y) **Sexual Exploitation and Abuse** “(SEA)”* means the following:

Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

(z) **Sexual Harassment** “(SH)”* is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts, Contractor’s (if applicable) or Client’s Personnel.

(aa) “SRFP” means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.

(bb) “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.

(cc) “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.

*In the context of supervision of infrastructure contracts (such as Works or Plant) and other consulting services where the social risks are substantial or high, a non-exhaustive list of (i) behaviors which constitute SEA and (ii) behaviors which constitute SH is attached to the Code of Conduct form in Section 3.

2. Introduction

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**.

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.

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.

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**.

3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.

3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting activities

(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works,

or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting assignments

(ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

c. Conflicting relationships

(iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

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

5.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6.

5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), sub-contractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any shortlisting process, Proposal

submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

6. Eligibility

6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects.

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 Bank in the Applicable Guidelines.

6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:

a. Sanctions

6.3.1 A firm or an individual sanctioned by the Bank in accordance with the above Clause 5.1 or in accordance with "Anti-Corruption Guidelines" shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine. The list of debarred firms and individuals is available at the electronic address specified in the **Data Sheet**.

b. Prohibitions

6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

c. Restrictions for Government-owned Enterprises

6.3.3 Government-owned enterprises or institutions in the Borrower's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client

To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.

d. Restrictions for public employees

6.3.4 Government officials and civil servants of the Borrower’s country are not eligible to be included as Experts in the Consultant’s Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Borrower’s country, and they

(i) are on leave of absence without pay, or have resigned or retired;

(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring

(in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in the Borrower’s country, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant’s Proposal.; and

(iii) their hiring would not create a conflict of interest.

B. Preparation of Proposals

7. General Considerations

1.1 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 language(s) specified in the **Data Sheet**.
- 10. Documents Comprising the Proposal**
- 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).
- 10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
- 11. Only One Proposal**
- 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal per cluster, 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 Proposals shall remain valid until the date specified **in the Data Sheet** or any extended date if amended by the Client in accordance with Clause 13.1.1 of this ITC..
- 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 sanctions 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 and award the contract prior to the date of expiry of the Proposal validity. 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.

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 with the prior Bank's no objection.

c. Sub-Contracting

12.9 The Consultant shall not subcontract the whole of the Services.

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 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:

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.

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.

13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals – Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

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. If shortlisted Consultants associate with each other, any of them can be a lead member.

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, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

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**.

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.

15. Technical Proposal Format and Content

15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

19.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

16. Financial Proposal

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) reimbursable expenses indicated in the **Data Sheet**.

a. Price Adjustment

16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.

b. Taxes

16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client’s country is provided in the **Data Sheet**.

c. Currency of Proposal

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 national currency.

d. Currency of Payment

16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the

Data Sheet, the Consultant has the option of submitting its Proposals electronically.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].**"

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**"

17.7 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]**".

17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

18. Confidentiality

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 publication of the Contract award information.

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 Bank's sanctions procedures.

18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it should do so only in writing.

19. Opening of Technical Proposals

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 (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 23 of the ITC.

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and

(iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

**20. Proposals
Evaluation**

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 Bank issues its “no objection”, if applicable.

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 on the basis of the submitted Technical and Financial Proposals.

**21. Evaluation of
Technical
Proposals**

21.1 The Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. 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**.

**22. Financial
Proposals for
QBS**

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

22.2 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.

**23. Public Opening
of Financial
Proposals (for
QCBS, FBS, and
LCS methods)**

23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion) 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 allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

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, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.

24. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

a. Time-Based Contracts

24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

b. Lump-Sum Contracts

24.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the

Financial Proposal (Form FIN-1) shall be considered as the offered price.

25. Taxes

25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.

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

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 and the Consultant's authorized representative.

a. Availability of Key Experts

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.

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 of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical negotiations

28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial negotiations

28.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.

28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank.

The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

29. Conclusion of Negotiations

29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Bank's no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

30. Award of Contract

30.1 After completing the negotiations the Client shall obtain the Bank's no objection to the negotiated draft Contract, if applicable; and upon verifying that the Consultant (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations, sign the Contract; publish the award information as per the instructions in the **Data Sheet**; and promptly notify the other shortlisted Consultants. The Client will require the Consultant to replace any subconsultant that is disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations.

30.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

Instructions to Consultants

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 (c)	<i>Nepal</i>
2.1	<p>Name of the Client: <u>Ministry of Labour, Employment and Social Security, Prime Minister Employment Program, Youth Employment Transformation Initiative Project</u></p> <p>Method of selection: <u>QCBS</u> as per <u>Applicable Guidelines</u>: Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011 available on www.worldbank.org/procurement</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>The name of the assignment is: <i>Procurement of Training Provider for Workplace Based Technical Skills Development and Life Skills Training</i></p>
2.3	<p>A pre-proposal conference will be held: Yes,</p> <p>In 10th day of RFP issue i.e. 6 July 2023 at 12:00 a.m.</p>
2.4	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: <i>Detail Terms of Reference, List of Local Governments, Curriculum and facilities indicated in the TOR.</i></p>
4.1	<i>All consultants will be treated equally, no any unfair competitive advantage applies to this procurement.</i>
6.3.1	<p>A list of debarred firms and individuals is available at the Bank’s external website: www.worldbank.org/debarr</p>

B. Preparation of Proposals	
9.1	<p>This RFP has been issued in the English language. Proposals shall be submitted in English language. All correspondence exchange shall be in English and Nepali languages.</p>
10.1	<p>The Proposal shall comprise the following:</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u> 1st Inner Envelope with the Technical Proposal: (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6 (8) TECH-7</p> <p>(In addition to the documents mentioned Tech-1-6), the following documents are mandatory to submit:</p> <ul style="list-style-type: none"> • PAN and VAT Registration with Latest Tax Clearance of FY 2078/79 (<i>Only to be provided by those service providers who have only provided tax submission report of FY 2078/79 but no tax clearance</i>) • <i>Experience letter or contract to support experience information related to TECH -2B)</i> <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal: (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4</p>
10.2	<p>Statement of Undertaking is required No</p>
11.1	<p>Modify the first sentence of ITC 11.1 as under: The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal per cluster, either in its own name or as part of a Joint Venture in another Proposal.</p>

	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible
12.1	Proposals shall be valid until 90 days from the Issue of RFP i.e 26 September 2023.
13.1	<p>Clarifications may be requested before 10 days of Proposal submission deadline date i.e. 16 July 2023.</p> <p>The contact information for requesting clarifications is: <i>Ramchandra Dhakal,</i> <i>National Project Director (Joint Secretary)</i> <i>Ministry of Labour, Employment and Social Security</i> <i>Prime Minister Employment Program</i> <i>Youth Employment Transformation Initiative Project</i> <i>Phone No: +977 1 4200477</i> <i>Email: info.pmep.np@gmail.com</i></p>
14.1.1	<p>Shortlisted Consultants may associate with (a) Non-shortlisted consultants- No Or (b) other shortlisted Consultants: No</p>
14.1.2 (do not use for Fixed Budget method)	Estimated input of Key Experts' time-input: Four (4) person-months per event
15.2	<p>The format of the Technical Proposal to be submitted is: FTP Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
16.1	<p>(1) <i>a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i></p> <p>(2) <i>cost of travel by the most appropriate means of transport and the most direct practicable route;</i></p> <p>(3) <i>cost of office accommodation, including overheads and back-stop support;</i></p> <p>(4) <i>communications costs;</i></p>

	<p>(5) <i>cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</i></p> <p>(6) <i>cost of reports production (including printing) and delivering to the Client;</i></p> <p>(7) <i>other allowances where applicable and provisional or fixed sums (if any)]</i></p> <p>(9) <i>Support cost for hall rental if required</i></p> <p>(10) Training materials and use of equipment</p>
16.3	<p>“Information on the Consultant’s tax obligations in the Client’s country can be found Inland Revenue Department “</p>
16.4	<p>The Financial Proposal shall be stated in the following currencies:</p> <p>The Financial Proposal should state local costs in the Client’s country currency (local currency): Yes</p>
<p>C. Submission, Opening and Evaluation</p>	
17.1	<p>The Consultants “shall not” have the option of submitting their Proposals electronically.</p>
17.4	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original and</p> <p>(b) Financial Proposal: one (1) original.</p>
17.7 and 17.9	<p>The Proposals must be submitted no later than:</p> <p>Date: 26 July 2023</p> <p>Time: “17:00 local time” (5 P.M.)</p> <p><u>Important Note on technical and financial proposal:</u></p> <p><i>Outer Envelope (Containing Sealed Technical and Financial Proposal) should be marked with the following information.</i></p> <p><i>Ref No:</i></p> <p><i>Name of the Assignment:</i></p> <p><i>Cluster No:</i></p> <p><i>Trade name/names :</i></p> <p><i>The consultants can submit the proposals for maximum of five clusters and can be selected in maximum for 2 clusters. While submitting the proposals, the consultant should write in their outer envelope for which clusters and trades they are submitting the proposal (as specified in TOR Annex 1). Proposals with no indication of the clusters and trade information will be non-responsive and will be removed from evaluation.</i></p>

	<p><i>For each cluster, separate technical and financial proposals should be submitted. Deviation from this instruction may lead the consultant disqualification. Consultants are not allowed to bid for partial package of trades for Palikas other than for a whole clusters and trades specified in Annex 1 of TOR.</i></p> <p><i>Technical and Financial Proposals should be sealed in two envelopes separate envelopes and both should be again sealed in an outer envelope.</i></p> <p>The Proposal submission address is:</p> <p><i>Ministry of Labour, Employment and Social Security Prime Minister Employment Program Youth Employment Transformation Initiative Project Phone No: +977 1 4200477 Email: info.pmep.np@gmail.com</i></p>						
19.1	<p>An online option of the opening of the Technical Proposals is offered: No</p> <p>The opening shall take place at: <i>Ministry of Labour, Employment and Social Security Prime Minister Employment Program Youth Employment Transformation Initiative Project Phone No: +977 1 4200477 Email: info.pmep.np@gmail.com Consultant representatives are not mandatory in the opening 27 July 2023 at 2:00 p.m.</i></p>						
19.2	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals Clusters Number, Joint venture name, Lead Members name as well as proposals are sealed or not. (Unsealed financial proposals will be non-responsive)</p>						
21.1 (for FTP)	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; width: 20%;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Consultant (as a firm) relevant to the Assignment:</td> <td style="text-align: right; vertical-align: bottom;">10</td> </tr> <tr> <td>(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</td> <td style="text-align: right; vertical-align: bottom;">35</td> </tr> </tbody> </table> <p><i>{Notes to Consultant: the Client will assess whether the proposed methodology and work plan is clear, responds to the TORs, and is realistic</i></p>		<u>Points</u>	(i) Specific experience of the Consultant (as a firm) relevant to the Assignment:	10	(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):	35
	<u>Points</u>						
(i) Specific experience of the Consultant (as a firm) relevant to the Assignment:	10						
(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):	35						

and implementable. The methodology should include method of training delivery, plan for managing logistics, safety provisions and a clear approach to liaising with the LLs. The workplan should include a timeline and overall team composition of technical and non-technical staff that is balanced and has an appropriate skills mix; }

Estimated number of trainers for an event are 1 Main Trainer and 1 Co-Trainers. If main trainer and Co-trainers are not life skills trainer, 2 additional trainers can be added for an event for life skills. List of all key experts should be submitted for a cluster (whole events) along with the CVs. For evaluation purpose, only 6 CVs of Main Trainer/and a life skills trainer shall be evaluated which comes in sequence of CVs. Depending upon the time gap, a trainer can continue for maximum 3 events for the same or different trade depending upon the relevant experience. While evaluating the proposal, adequate time allocated for experts proposed in **work plan template** are analyzed within maximum time period of 180 days (6 months). The consulting firm requires to submit the list of all main trainers, co-trainers, life skills trainer and CVs of all experts required. If Main Trainer is also a life skills trainer, the same CV will be evaluated separately. If Main Trainer is not a life skill trainer, separate CV is needed for life skill trainer.

(iii) Key Experts’ qualifications and competence for the Assignment:

{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}

- | | |
|-------------------------------|------|
| a) Position K-1: Main Trainer | 8.33 |
| b) Position K-2: Main Trainer | 8.33 |
| a) Position K-3: Main Trainer | 8.33 |
| b) Position K-4: Main Trainer | 8.33 |
| a) Position K-5: Main Trainer | 8.33 |
| b) Position K-6: Main Trainer | 8.33 |

or

(if Main Trainer is not a life skill trainer)

- | | |
|---------------------------|---|
| c) Life Skills Trainer K7 | 5 |
|---------------------------|---|

Total points for criterion (iii): 55

The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:

- 1) General qualifications (general education, training, and experience):
10 %

- 2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): 80%

	<p>3) Relevant experience in the same region or cluster (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc) 10 %</p> <p style="text-align: right;">Total weight: 100%</p> <p>Total points for the Four criteria: 100</p> <p>.....</p> <p>The minimum technical score (St) required to pass is: 70 Number</p> <p>Important Notes:</p> <p>The evaluation will be done for each clusters separately. Unless any technical reasons or circumstances arise, the sequence of evaluation and award will be as follows.</p> <ol style="list-style-type: none"> 1. Clusters of Sudurpashim Pradesh 2. Clusters of Karnali Pradesh 3. Clusters of Gandaki Pradesh 4. Cluster of Lumbini Pradesh 5. Clusters of Madhesh Pradesh 6. Clusters of Koshi Pradesh 7. Clusters of Bagmati Pradesh
23.1	An online option of the opening of the Financial Proposals is offered: No
25.1	For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.
26.1	The single currency for the conversion of all prices expressed in various currencies into a single one is: NPR
27.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p>

	<p>Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p><i>[or replace with another inversely proportional formula acceptable to the Bank]</i></p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = _____ 80, and P = _____ 20</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.</p>
<p>D. Negotiations and Award</p>	
<p>28.1</p>	<p>Expected date and address for contract negotiations: Date: 30 August 2023 Address: Prime Minister Employment Program</p> <p>Proposal Evaluation, Negotiations and Award will be made in the sequence indicated in 21.1</p>
<p>30.1</p>	<p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: www.pmep.gov.np</p> <p>The publication will be done within 7 days after the contract signing.</p>
<p>30.2</p>	<p>Expected date for the commencement of the Services: Date: 1 October 2023 at: <u>Assigned Clusters indicated in the contract</u></p>

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.}

CHECKLIST OF REQUIRED FORMS

Required for FTP or STP (v)		FORM	DESCRIPTION	Page Limit
FTP	STP			
v	v	TECH-1	Technical Proposal Submission Form.	2
	"v" If applicable	TECH-1 Attachm ent	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	2
	"v" If applicable	Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	1
v		TECH-2	Consultant's Organization and Experience.	
v		TECH-2A	A. Consultant's Organization	5
v		TECH-2B	B. Consultant's Experience	2 (List Only Similar Training Assignments contracted), supporting documents (Such an employment letter or certification, successful performance letter, contract showing the specific experience for the claim etc. should be needed which is not counted for page limit).
v		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	2

√		TECH-3A	A. On the Terms of Reference	1
√		TECH-3B	B. On the Counterpart Staff and Facilities	1
√	√	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	8
√	√	TECH-5	Work Schedule and Planning for Deliverables	2
√	√	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	(Maximum 3 pages of Each CV, Please only include similar assignment conducted)
√	√	TECH-7	Code of Conduct for Experts Form	2
√	√	TECH-8	Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration	1

Pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.

Important Note: The proposal pages beyond the specified page limit shall not be evaluated, i.e. pages within the page limit only shall be considered for evaluation.

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”]*

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

{OR

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us until *[insert day, month and year in accordance with ITC 12.1]*.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank’s policy in regard to corrupt and fraudulent practices as per ITC 5.

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

(f) **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** [*select the appropriate option from (i) to (iii) below and delete the others*].

We [*where JV, insert: “including any of our JV members”*], and any of our sub-consultants:

- (i) [have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
- (ii) [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
- (iii) [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]

(g) [*Note to Client: Only if required in ITC10.2 (Data Sheet 10.2), include the following: 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.*]

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

(i) 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 30.2 of the Data Sheet.

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

We remain,

Yours sincerely,

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 (FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT’S ORGANIZATION AND EXPERIENCE

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

A - Consultant’s Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant’s Experience

1. List only previous similar assignments successfully completed in the last 10 years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should substantiate the claimed experience by submitting copies of relevant documents and references along with the Proposals.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of; }	{e.g., Ministry of, country}	{e.g., US\$1 mill/US\$0.5 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., US\$0.2 mil/US\$0.2 mil}	{e.g., sole Consultant}

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)

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

{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 (FOR FULL TECHNICAL PROPOSAL ONLY)

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

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

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

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing}

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks ***Note to Client: add the following for supervision of infrastructure contracts such as Plant or Works and for other consulting services where the social risks are substantial or high***: “(including on the [environmental and] social aspects)” to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

FORM TECH-5 (FOR FTP AND STP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES



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

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

**FORM TECH-6 (FOR FTP AND STP)
TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS**

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

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence.

 Full time input
 Part time input

**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, Main Trainer}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

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

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

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

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

FORM TECH-7 (FOR FTP AND STP) CODE OF CONDUCT FOR EXPERTS FORM

The consulting service has minimum social and environmental risks. However,

Note to the Consultant:

The minimum content of the Code of Conduct form as set out by the Client shall not be substantially modified. However, the Consultant may add requirements as appropriate, including to take into account Contract-specific issues/risks.

CODE OF CONDUCT FOR EXPERTS (ES) FORM

We are the Consultant, [*enter name of Consultant*]. We have signed a contract with [*enter name of Client*] for [*enter description of the Services*]. These Services will be carried out at [*enter the Site and other locations where the Services will be carried out, as appropriate*]. Our contract requires us to implement measures to address environmental and social risks related to the Services, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Services. It applies to all Experts in places where the Services are being carried out.

This Code of Conduct identifies the behavior that we require from all Experts.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Experts shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Experts and any other person;
3. maintain a safe working environment including, as applicable, by:
 - a. ensuring that workplaces, equipment and processes under each person's control are safe and without risk to health;
 - b. wearing required personal protective equipment; and
 - c. following applicable emergency operating procedures.

4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, Contractor's Personnel (if applicable) or Client's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client, or who makes use of grievance mechanism for Experts, if any, or the project's Grievance Redress Mechanism.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Consultant's social expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the Consultant to handle these matters*] in writing at this address [] or by telephone at [] or in person at []; or
2. Call [] to reach the Consultant's hotline (*if any*) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Experts may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Consultant's contact person(s) with relevant experience*] requesting an explanation.

Name of Expert: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Consultant:

Signature: _____

Date: (day month year): _____

ATTACHMENT 1: Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors constituting Sexual Harassment (SH)

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM
BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND
BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)

The following non-exhaustive list is intended to illustrate types of prohibited behaviors:

(1) **Examples of sexual exploitation and abuse** include, but are not limited to:

- An Expert tells a member of the community that he/she can get them jobs related to the Services (e.g. cooking and cleaning) in exchange for sex.
- An Expert that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- An Expert rapes, or otherwise sexually assaults a member of the community.
- An Expert denies a person access to the Site unless he/she performs a sexual favor.
- An Expert tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

(2) **Examples of sexual harassment in a work context**

- An Expert comment on the appearance of another Expert (either positive or negative) and sexual desirability.
- When An Expert complains about comments made by another Expert on his/her appearance, the other Expert comment that he/she is “asking for it” because of how he/she dresses.
- Unwelcome touching of an Expert or Employer’s Personnel by another Expert.
- An Expert tells another Expert that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

**FORM TECH-8 (FOR FTP AND STP)
SEXUAL EXPLOITATION AND ABUSE (SEA) AND/OR SEXUAL HARASSMENT (SH)
PERFORMANCE DECLARATION**

*[The following table shall be filled in for the Consultant, each member of a Joint Venture
and each subconsultant proposed by the Consultant]*

Consultant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Subconsultant's Name: *[insert full name]*

RFP No. and title: *[insert RFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.</p>
<p><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></p>

Section 4. Financial Proposal - Standard Forms

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

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

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method
- FIN-4 Reimbursable expenses

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *Ministry of Labour, Employment and Social Security*
Prime Minister Employment Program
Youth Employment Transformation Initiative Project
Phone No: +977 1 4200477
Email: *info.pmep.np@gmail.com*

Dear Sirs:

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

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, [Insert “including” or “excluding”] of all indirect local taxes in accordance with Clause 25.1 in the Data Sheet. The estimated amount of local indirect taxes 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 valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, until [insert day, month and year in accordance with ITC 12.1]..

Commissions and gratuities paid or to be paid by us to an agent or any third 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 Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

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

FORM FIN-2 SUMMARY OF COSTS (TO BE PROPOSED FOR A SINGLE AN EVENT)

Item	Cost		
	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet; delete columns which are not used}		
			Local Currency (NPR)
Cost of the Financial Proposal			
Including:			
(1) Remuneration			
(2) Reimbursable			
<u>Total Cost of the Financial Proposal:</u> {Should match the amount in Form FIN-1}			
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded			
<u>Total Estimate for Indirect Local Tax:</u> VAT @ 13%			
<u>Total Training Cost for an Event Training</u>			
<u>Per Trainee cost per event of Training</u>			
<u>Total Cost for a Cluster(For all 16 events maximum)</u>			

Footnote: Payments will be made in the currency (ies) expressed above (Reference to ITC 16.4).

FORM FIN-3 BREAKDOWN OF REMUNERATION FOR AN EVENT

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

A. Remuneration _____								
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
Key Experts								
K-1	Main Trainer		[Home]					
			[Field]					
K-2	Main Trainer		[Home]					
			[Field]					
K3	Life Skill Trainer		[Home]					
			[Field]					
K-4	Co-Trainer		[Home]					
			[Field]					
K-5	Co-Trainer		[Home]					
			[Field]					
	Non Key Expert							
N-1	Training Coordinator		[Home]					
			[Field]					
			[Home]					
N-2	Monitoring Officer		(Field)					
Total cost of Remuneration for a cluster								

Total Cost of Remuneration for a cluster:

The required number of key experts can be added.

Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

1. Review of Remuneration Rates

- 1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- 1.2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- 1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
- 1.4. Rate details are discussed below:
 - (i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
 - (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
 - (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
 - (iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

$$\text{Leave cost as percentage of salary} = \frac{\text{total days leave} \times 100}{[365 - w - \text{ph} - v - s]}$$

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.

- (v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.
- (vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

Sample Form

Consultant:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- (b) attached are true copies of the latest pay slips of the Experts listed;
- (c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____

**Consultant's Representations Regarding Costs and Charges
(Model Form I)**

(Expressed in {insert name of currency*})

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month	Social Charges ¹	Overhead ₁	Subtotal	Profit ²	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Client's Country									

{* If more than one currency is used, use additional table(s), one for each currency}
 1. Expressed as percentage of 1
 2. Expressed as percentage of 4

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

B. Reimbursable Expenses								
SN	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
1								
2								
3								
4								
5								
6								
7								
8								
9								
Total Costs for an Event								

Legend:

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.

Section 5. Eligible Countries

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

Under the ITC 6.3.2 (a): _____None_____ [list country/countries following approval by the Bank to apply the restriction *or* state “none”]

Under the ITC 6.3.2 (b): _None_____ [list country/countries *or* indicate “none”]

Section 6. Bank Policy – Corrupt and Fraudulent Practices

(this Section 6 shall not be modified)

Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

“Fraud and Corruption

1.23 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party³;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation⁴;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁵;

³ For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

⁴ For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

⁵ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁶;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures⁷, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated⁸ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract;

⁶ For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

⁷ A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

⁸ A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant’s proposal for the particular services; or (ii) appointed by the Borrower.

- (e) will require that a clause be included in the RFP and in contracts financed by a Bank loan requiring consultants, and their agents, personnel, sub-consultants, subcontractors, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of proposals and contract performance, and to have them audited by auditors appointed by the Bank.”

Section 7. Terms of Reference

1. Background

Prime Minister's Employment Program (PMEP) is Government of Nepal's flagship program which envisions guaranteeing minimum employment of 100 days of work to the registered unemployed in labor-intensive public works programs (PWPs) or provide a subsistence wage in the absence of work, to eligible households. Youth Employment Transformation Initiative (YETI) project supports PMEP to improve the employment support services and labor market outcomes of the youth.

The YETI project will aim to address gaps in the labor supply-side interventions and complement ongoing initiatives on the labor demand side. On the supply side, the project will aim to address the lack of a systematic approach to the provision and management of employment promotion services and systems to support job seekers. On the demand side, the project will aim to generate short-term temporary employment opportunities for the most vulnerable, which can improve their short- and medium-term productivity. The focus on youth will address risks of fragility and conflict.

The Project Development Objective (PDO) is to improve employment services and labor market outcomes, especially for youth. Improved labor market outcomes for youth refer to increased earnings/improved livelihoods for the individual beneficiaries of the project.

The project, over a five-year period, will support three components. Component 1 will strengthen the employment promotion systems and services aimed at increasing employability and facilitation of labor market insertion of Nepalese youth (female, job seekers, and/or the unemployed). Component 2 will improve labor market outcomes of the vulnerable unemployed through efficient delivery of temporary employment programs with a "plus" component. Both Components 1 and 2 will formulate their activities and objectivities aligned to the GoN's PMEP. Component 3 will support the implementation of the project and its management, capacity building, and M&E. The project will be implemented across the country.

The project has planned to provide short term employment-oriented skills training to 59,500 beneficiaries over the three Fiscal Year from 2078/079-2080/81. YETI aims to supplement temporary employment through cash for work with up to 40 days of on-the-job training and up to 10 days of life-skills training in an effort to introduce elements of productive inclusion in PMEP. The training is expected to increase skills and employability of the beneficiaries, to help them to become less vulnerable to shocks and reduce their reliance on public works.

The skills training is intended to help temporary employment beneficiaries acquire skills that are relevant to the work they are doing. The target group is largely unskilled beneficiaries of

PMEP. The sessions will be delivered at the local level, by centrally procured firm(s). Trainees will continue to receive wages from the PMEP during the duration of training.

Various agencies across the government, projects and programs have been delivering skills training in Nepal for a long time. In the government two agencies, Council for Technical Education and Vocational Training (CTEVT) under Ministry of Education, Science and Technology and Vocational and Skill Development Training Center under Ministry of Labor, Employment and Social Security, have curriculums for training provision. Typically, short-term skills training modules are three months long (390 hours) and combine theoretical and practical aspects. For YETI, MOLESS has prepared shorter training modules and curriculum in five identified trades as mentioned below:

1. Road repair and maintenance
2. Masonry (brick and stone masonry)
3. Plumbing
4. Electrical repairs
5. Carpentry

One additional module of Life Skills Training has been envisioned to enhance entrepreneurship and self-employment initiatives of the ministry to support the trained cash for work beneficiaries who want to find employable opportunities. The life skills sessions will cover a range of topics and are expected to promote goal setting, decision making, self-esteem among beneficiaries and financial literacy to promote some behavioral changes and help them engage in more productive and sustainable activities.

The sessions will be delivered at the local level by centrally hired firm(s). Two training events will be conducted in each LL in one or two trades (As mentioned in Annex-1). The PMU is seeking to engage training service providers to deliver both vocational and life skills training to the YETI beneficiaries.

Training Service Provider is a professional firm with knowledge and experience in the areas of skill based vocational training and life skills training.

2. Objective(s) of the Assignment

The main objective of the assignment is to deliver vocational skills in five trades and life skills training using approved curriculum YETI cash for work beneficiaries from selected Local Levels (LL) alongside cash for work to improve their skills.

3. Scope of Services, Tasks (Components) and Expected Deliverables

- 3.1 Prepare the training schedule and plan with appropriate approach and methodology in collaboration with the relevant LL. The plan should define training event by trade, location, number of trainees in each group not exceeding 25 trainees per training event. LL wise trade related information will be provided during issuance of Request for Proposal (RFP),

- 3.2 Provide 40 days of vocational training and 10 days of Life Skills training in the trades selected for the LL to 40 YETI beneficiaries per LL as per the curriculum provided (Please refer PMEP website @ <http://www.pmep.gov.np/>)
- 3.3 Provide relevant hard copies of learning materials, including training materials, as defined in the curriculum,
- 3.4 Monitor participants attendance during training,
- 3.5 Provide training completion certification in the related trades for participants,
- 3.6 Consult and coordinate with the PMEP at the ministry and employment service centers (ESCs) at the local levels,
- 3.7 Prepare training completion report with acknowledgement of completion by the relevant LLs,
- 3.8 Recommend additional trades for skills development training based on the workplace experiences for cash for work.
- 3.9 The training to YETI beneficiaries from 208 Local Levels will be delivered through total of estimated 416 training sessions, two per LL, in groups of 20-25 trainees. The specific trade(s) for each LL will be selected from the list of five trades by the relevant LL. LL wise trade related information will be provided during issuance of Request for Proposal (RFP),

4. Additional Information on Training Approach:

The local levels are grouped in clusters of eight LLs each. The clusters of LLs are listed in annex I.

Each training session will be for a total of 50 days (40 days of each trade and 10 days of life skills). The training events is expected to be completed within six-eight months from contract signing to be completed by the end of FY 2079/80. Actual training schedule is to be agreed in coordination with the selected LLs and PMEP.

Details on numbers of trainings session and group of trainers

1	Number of LLs	206
2	Number of trainees per LL	40
3	Total number of trainees (1*2)	8240
4	Number of trainees per training event	Maximum 25
5	Number of training events per LL	2
6	Total number of training events (1*5)	412
7	Total number of clusters (estimated)	26

The training shall be delivered using a method that includes slides, illustrative materials and engineering instruments to demonstrate use of appropriate tools. The illustrative materials used for training should be relevant to the training purposes. In undertaking the events, covid-19 instruction should strictly be followed. The training should also comply with social and environmental safeguard provisions of the project.

- The trainer will be expected to provide training in the LLs in their respective cluster in parallel. Service providers can indicate their preference for the clusters during RFP process.

Service providers can add 10 % additional cost for conducting training in the remote districts LLs. The following districts are categorized in remote districts.

Taplejung, Solukhumbu, Manang, Rolpa, Rukum, Humla, Jumla, Mugu, Kalikot, Dolpa, Jajarkot, Bajhang, Bajura and Darchula.

5. Team Composition & Qualification Requirements for the Key Experts and Firms (and any other requirements which will be used for evaluating the Key Experts under Data Sheet 21.1 of the ITC)

The targeted service providers are the firms/Service Providers having demonstrated experience in conducting, managing, supervising and implementing short term market-oriented skills training with the following eligibility and qualification requirements,

- 5.1 The service providers should have registered in the office of the company registrar or Cottage Office or in Local Level.
- 5.2 PAN and VAT Registration with Latest Tax Clearance of FY 2078/79 or Submission of Tax Report in case of latest tax clearance if it is under clearance process
- 5.3 The training provider should be affiliated and renewed with CTEVT as a short-term training provider.
- 5.4 Should have at least 3 years of proven track record of experience of conducting CTEVT certified vocational training program of minimum 390 hours of duration in relevant at least 3 trades of proposed 5 trades mentioned in TOR. Preference will be given to service providers with experience in the selected five trades.
- 5.5 Should have at least NPR 5 million annual turnover in the best 3 of the last 7 fiscal years.
- 5.6 The training providers should declare that there is no conflict of interest in the proposed procurement proceeding and they are not disqualified for the proposed procurement proceedings.
- 5.7 Joint venture agreement or intended JV agreement if proposed EOI is submitted in JV.
- 5.8 Supporting documents for meeting eligibility and qualification is mandatory in EOI Proposal. The supporting documents shall include service providers experience, human resources, and financial capacities proven documents-
- 5.9 Experience in the relevant province will be an added advantage.

HR Requirement and Qualification:

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

S. No.	Key Experts	Minimum Qualification
--------	-------------	-----------------------

1.	Main Trainer	Short Term Training Level-II/TSLC with ToT (General/Instructor/Occupational) from TITI in the relevant occupation/subject. 1. In the trades/occupations like Road Repair and Maintenance, Carpentry, Masonry (brick and stone masonry), Plumbing and Electrical Repairs, if no Level-II is available in academic program, Level-I with ToT (General/Instructor/Occupational) from TITI and one year experience will be taken as minimum qualification).
2.	Co-trainer	Short Term Training Level-I or TSLC in the relevant occupation/subject.
3.	Main Trainer or life skills (unless either of the above are qualified to deliver life skills as well)	+2 or equivalent, at least 5 years of general work experience, has received TOT for life skills and conducted at least two life skills sessions.
Support Staff (Non-Key Human Resource)		
3.	Training Coordinator	+2 or equivalent
4.	Monitoring Officer	+2 or equivalent

6. Reporting Requirements and Time Schedule for Deliverables

- a. **Inception Report:** comprising the service provider's final work plan, approach and methodology, locations of clusters, information on enrolled trainees, confirmation of training locations) within 15 days of contract.
- b. **Mid Term Report: Almost half period after training commencement of** training in LLs, report includes, no of beneficiaries, locations, training days spent, issues, challenges, risks with mitigation measures, coordination and cooperation made by LLs, and other information as appropriate.
- c. **Final Report:** successful completion of training and submission of final report- report includes, no of beneficiaries, locations, training days spent, issues, challenges, risks with mitigation measures, coordination and cooperation made by LLs, training completion letter certified by LLs and other information as appropriate.

Time Schedule and Deliverables

<i>Deliverables</i>	<i>Due Date</i>	<i>No of Copies</i>	<i>Hard/Electronics Copy requirement</i>	<i>Person Authorised receiving and approval of report</i>
<i>Inception Report</i>	<i>Within 15 days of signing the contract</i>	<i>1 Hardcopy and 1 Electronic Copy</i>	<i>Both</i>	<i>Under Secretary-Program Implementation, PMEPP/PMU</i>
<i>Mid Term Report</i>	<i>Within 30-35 days of Training Commencement date</i>	<i>1 Hardcopy and 1 Electronic Copy</i>	<i>Both</i>	<i>Under Secretary-Program Implementation, PMEPP/PMU</i>
<i>Final Report</i>	<i>Within 75 days of Commencement date</i>	<i>1 Hardcopy and 1 Electronic Copy</i>	<i>Both</i>	<i>Under Secretary-Program Implementation, PMEPP/PMU</i>

7. Client's Input and Counterpart Personnel

- a. List of trainees and coordination with LLs will be provided by PMEPP, Service provider must coordinate with LLs and facilitate to ensure trainees participation.
- b. LLs shall provide 50 days of wages during the training period for all beneficiaries. Necessary facilitations will be made by PMEPP/PMU.
- c. Training curriculum for all trades.
- d. Any other support as agreed and negotiated during the contract negotiation.

Annex 1

A. Cluster wise Summary of Trades and Beneficiary Numbers

क्लस्टर	सडक मर्मत तथा सम्भार	सिकर्मी	डकर्मी	प्लम्बर	इलेक्ट्रिसियन	जम्मा
1 Total	145	25	60	55	35	320
2 Total	145	-	95	40	40	320
3 Total	125	-	-	93	102	320
4 Total	110	51	80	35	44	320
5 Total	160	-	40	59	61	320
6 Total	140	40	55	60	25	320
7 Total	40	-	20	100	120	280
8 Total	165	20	80	20	35	320
9 Total	60	-	60	100	100	320
10 Total	75	-	40	80	125	320
11 Total	115	-	120	45	40	320
12 Total	40	-	60	95	125	320
13 Total	82	38	80	85	35	320
14 Total	113	20	67	22	58	280
15 Total	95	-	40	100	85	320
16 Total	100	-	100	60	60	320
17 Total	80	-	65	100	75	320
18 Total	75	30	95	40	80	320
19 Total	60	75	10	95	80	320
20 Total	85	40	75	40	80	320
21 Total	85	20	40	111	64	320
22 Total	140	40	80	20	40	320
23 Total	105	35	135	20	25	320
24 Total	40	64	20	85	111	320
25 Total	90	30	110	55	35	320
26 Total	80	57	80	-	103	320
Total	2,550	585	1,707	1,615	1,783	8,240

B. Details of Districts, Trades, Clustered Municipalities(PALIKAS) and Numbers

सि.नं.	जिल्ला	स्थानीय तहको नाम	क्लस्टर	सडक मर्मत तथा सम्भार	सिक्कर्मि	डकर्मि	प्लम्बर	इलेक्ट्रिसियन	जम्मा
1	इलाम	सन्दकपुर गाउँपालिका	1	40	-	-	-	-	40
2	ताप्लेजुङ	पाथीभरा याङ्वरक गाउँपालिका	1	20	-	20	-	-	40
3	ताप्लेजुङ	सिरीजङ्गा गाउँपालिका	1	20	-	20	-	-	40
4	पाँचथर	कुम्मायक गाउँपालिका	1	25	-	-	15	-	40
5	पाँचथर	फालेलुङ्गा गाउँपालिका	1	-	25	-	-	15	40
6	पाँचथर	फाल्गुनन्द गाउँपालिका	1	20	-	-	20	-	40
7	पाँचथर	फिदिम नगरपालिका	1	-	-	-	20	20	40
8	पाँचथर	याङ्वरक गाउँपालिका	1	20	-	20	-	-	40
			1 Total	145	25	60	55	35	320
9	इलाम	माई जोगमाई गाउँपालिका	2	40	-	-	-	-	40
10	इलाम	माङसेबुङ गाउँपालिका	2	20	-	-	-	20	40
11	इलाम	रोङ गाउँपालिका	2	20	-	20	-	-	40
12	झापा	बुद्धशान्ति गाउँपालिका	2	-	-	-	20	20	40
13	मोरङ	बेलबारी नगरपालिका	2	20	-	20	-	-	40
14	मोरङ	रतुवामाई नगरपालिका	2	20	-	20	-	-	40
15	मोरङ	सुनवर्षी नगरपालिका	2	25	-	15	-	-	40
16	सुनसरी	दुहवी नगरपालिका	2	-	-	20	20	-	40
			2 Total	145	-	95	40	40	320
17	धनकुटा	छथर जोरपाटी गाउँपालिका	3	40	-	-	-	-	40
18	धनकुटा	महालक्ष्मी नगरपालिका	3	20	-	-	-	20	40

19	भोजपुर	ट्याम्के मैयुम गाउँपालिका	3	-	-	-	-	40	40
20	भोजपुर	षडानन्द नगरपालिका	3	20	-	-	20	-	40
21	संखुवासभा	धर्मदेवी नगरपालिका	3	-	-	-	18	22	40
22	संखुवासभा	सिलीचोड गाउँपालिका	3	25	-	-	15	-	40
23	सुनसरी	बराह क्षेत्र नगरपालिका	3	-	-	-	20	20	40
24	सुनसरी	रामधुनी नगरपालिका	3	20	-	-	20	-	40
			3 Total	125	-	-	93	102	320
25	उदयपुर	त्रियुगा नगरपालिका	4	-	20	20	-	-	40
26	ओखलढुङ्गा	लिखु गाउँपालिका	4	-	-	-	20	20	40
27	ओखलढुङ्गा	सिद्धिचरण नगरपालिका	4	20	-	20	-	-	40
28	खोटाङ	राव बेसी गाउँपालिका	4	25	15	-	-	-	40
29	खोटाङ	हलेसी तुवाचुङ नगरपालिका	4	25	-	-	15	-	40
30	सुनसरी	भोक्राहा गाउँपालिका	4	-	16	-	-	24	40
31	सोलुखुम्बु	नेचासल्यान गाउँपालिका	4	20	-	20	-	-	40
32	सोलुखुम्बु	माहाकुलुङ गाउँपालिका	4	20	-	20	-	-	40
			4 Total	110	51	80	35	44	320
33	दोलखा	तामाकोशी गाउँपालिका	5	20	-	-	20	-	40
34	दोलखा	मेलुङ्गा गाउँपालिका	5	40	-	-	-	-	40
35	दोलखा	वैतेश्वर गाउँपालिका	5	20	-	-	20	-	40
36	दोलखा	शैलुङ गाउँपालिका	5	20	-	20	-	-	40
37	सिन्धुली	कमलामाई नगरपालिका	5	20	-	-	-	20	40
38	सिन्धुली	गोलन्जोर गाउँपालिका	5	-	-	-	19	21	40

39	सिन्धुली	तीनपाटन गाउँपालिका	5	20	-	20	-	-	40
40	सिन्धुली	दुधौली नगरपालिका	5	20	-	-	-	20	40
			5 Total	160	-	40	59	61	320
41	दोलखा	कालिन्चोक गाउँपालिका	6	20	-	-	20	-	40
42	दोलखा	भिमेश्वर नगरपालिका	6	-	20	-	20	-	40
43	दोलखा	विगु गाउँपालिका	6	20	-	20	-	-	40
44	सिन्धुपाल्चोक	ईन्द्रावती गाउँपालिका	6	20	-	-	20	-	40
45	सिन्धुपाल्चोक	त्रिपुरासुन्दरी गाउँपालिका	6	20	20	-	-	-	40
46	सिन्धुपाल्चोक	पाँचपोखरी थाडपाल गाउँपालिका	6	40	-	-	-	-	40
47	सिन्धुपाल्चोक	बलेफी गाउँपालिका	6	20	-	20	-	-	40
48	सिन्धुपाल्चोक	बाह्रबिसे नगरपालिका	6	-	-	15	-	25	40
			6 Total	140	40	55	60	25	320
49	बारा	करैयामाई गाउँपालिका	7	-	-	-	20	20	40
50	बारा	कोल्हवी नगरपालिका	7	-	-	-	20	20	40
51	बारा	महागढीमाई नगरपालिका	7	-	-	-	20	20	40
52	महोत्तरी	भँगाहा नगरपालिका	7	-	-	-	20	20	40
53	रौतहट	ईशनाथ नगरपालिका	7	-	-	-	20	20	40
54	रौतहट	गौर नगरपालिका	7	20	-	-	-	20	40
55	रौतहट	माधव नारायण नगरपालिका	7	-	-	-	-	-	-
56	सर्लाही	विष्णु गाउँपालिका	7	20	-	20	-	-	40
			7 Total	40	-	20	100	120	280
57	रामेछाप	मन्थली नगरपालिका	8	25	-	15	-	-	40
58	सप्तरी	कञ्चनरूप नगरपालिका	8	20	20	-	-	-	40

59	सप्तरी	खडक नगरपालिका	8	-	-	25	-	15	40
60	सप्तरी	बोदेबरसाईन नगरपालिका	8	20	-	20	-	-	40
61	सप्तरी	राजगढ गाउँपालिका	8	40	-	-	-	-	40
62	सिराहा	धनगढीमाई नगरपालिका	8	40	-	-	-	-	40
63	सिराहा	मिर्चैया नगरपालिका	8	20	-	20	-	-	40
64	सिराहा	सिराहा नगरपालिका	8	-	-	-	20	20	40
			8 Total	165	20	80	20	35	320
65	काभ्रेपलाञ्चोक	बनेपा नगरपालिका	9	-	-	-	20	20	40
66	धादिङ	गल्छी गाउँपालिका	9	20	-	20	-	-	40
67	धादिङ	त्रिपुरासुन्दरी गाउँपालिका	9	-	-	-	20	20	40
68	मकवानपुर	बकैया गाउँपालिका	9	-	-	-	20	20	40
69	मकवानपुर	बागमती गाउँपालिका	9	20	-	20	-	-	40
70	मकवानपुर	मकवानपुरगढी गाउँपालिका	9	-	-	-	20	20	40
71	रामेछाप	रामेछाप नगरपालिका	9	20	-	20	-	-	40
72	ललितपुर	ललितपुर महानगरपालिका	9	-	-	-	20	20	40
			9 Total	60	-	60	100	100	320
73	कास्की	मादी गाउँपालिका	10	20	-	-	-	20	40
74	कास्की	रूपा गाउँपालिका	10	-	-	-	20	20	40
75	गोरखा	आरुघाट गाउँपालिका	10	20	-	20	-	-	40
76	गोरखा	पालुङ्गटार नगरपालिका	10	20	-	-	20	-	40
77	नुवाकोट	तादी गाउँपालिका	10	-	-	-	20	20	40
78	नुवाकोट	बिदुर नगरपालिका	10	-	-	20	-	20	40

79	नुवाकोट	म्यागङ गाउँपालिका	10	-	-	-	20	20	40
80	नुवाकोट	शिवपुरी गाउँपालिका	10	15	-	-	-	25	40
			10 Total	75	-	40	80	125	320
81	तनहुँ	आँबुखैरेनी गाउँपालिका	11	-	-	25	15	-	40
82	पर्वत	फलेवास नगरपालिका	11	20	-	20	-	-	40
83	पर्वत	बिहादी गाउँपालिका	11	-	-	20	-	20	40
84	बागलुङ	जैमिनी नगरपालिका	11	25	-	-	15	-	40
85	लमजुङ	बेंसीशहर नगरपालिका	11	25	-	-	15	-	40
86	लमजुङ	मध्यनेपाल नगरपालिका	11	-	-	20	-	20	40
87	लमजुङ	मर्स्याङ्दी गाउँपालिका	11	20	-	20	-	-	40
88	लमजुङ	सुन्दरबजार नगरपालिका	11	25	-	15	-	-	40
			11 Total	115	-	120	45	40	320
89	बागलुङ	गल्कोट नगरपालिका	12	-	-	20	-	20	40
90	बागलुङ	ढोरपाटन नगरपालिका	12	-	-	-	20	20	40
91	बागलुङ	तमानखोला गाउँपालिका	12	20	-	20	-	-	40
92	बागलुङ	वरेड गाउँपालिका	12	20	-	20	-	-	40
93	म्याग्दी	धवलागिरी गाउँपालिका	12	-	-	-	20	20	40
94	म्याग्दी	बेनी नगरपालिका	12	-	-	-	20	20	40
95	म्याग्दी	मालिका गाउँपालिका	12	-	-	-	20	20	40
96	म्याग्दी	रघुगंगा गाउँपालिका	12	-	-	-	15	25	40
			12 Total	40	-	60	95	125	320
97	पाल्पा	पूर्वखोला गाउँपालिका	13	-	-	20	20	-	40

98	पाल्पा	रामपुर नगरपालिका	13	-	-	-	25	15	40
99	स्याङ्गजा	आँधिखोला गाउँपालिका	13	-	-	-	20	20	40
100	स्याङ्गजा	कालीगण्डकी गाउँपालिका	13	-	-	20	20	-	40
101	स्याङ्गजा	गल्याङ्ग नगरपालिका	13	20	20	-	-	-	40
102	स्याङ्गजा	पुतलीबजार नगरपालिका	13	25	-	15	-	-	40
103	स्याङ्गजा	भीरकोट नगरपालिका	13	22	18	-	-	-	40
104	स्याङ्गजा	वालिङ्ग नगरपालिका	13	15	-	25	-	-	40
			13 Total	82	38	80	85	35	320
105	अर्घाखाँची	पाणिनी गाउँपालिका	14	20	20	-	-	-	40
106	अर्घाखाँची	मालारानी गाउँपालिका	14	-	-	-	22	18	40
107	अर्घाखाँची	शितगंगा नगरपालिका	14	20	-	-	-	20	40
108	अर्घाखाँची	सन्धिखर्क नगरपालिका	14	24	-	16	-	-	40
109	गुल्मी	चन्द्रकोट गाउँपालिका	14	24	-	16	-	-	40
110	गुल्मी	धुर्कोट गाउँपालिका	14	-	-	20	-	20	40
111	गुल्मी	मदाने गाउँपालिका	14	-	-	-	-	-	-
112	गुल्मी	सत्यवती गाउँपालिका	14	25	-	15	-	-	40
			14 Total	113	20	67	22	58	280
113	कपिलवस्तु	मायादेवी गाउँपालिका	15	-	-	-	20	20	40
114	गुल्मी	ईस्मा गाउँपालिका	15	-	-	-	20	20	40
115	गुल्मी	गुल्मी दरबार गाउँपालिका	15	20	-	-	20	-	40
116	गुल्मी	रुरूक्षेत्र गाउँपालिका	15	20	-	20	-	-	40
117	पाल्पा	रिब्दीकोट गाउँपालिका	15	20	-	-	-	20	40
118	प्यूठान	ऐरावती गाउँपालिका	15	20	-	20	-	-	40

119	प्यूठान	प्यूठान नगरपालिका	15	-	-	-	15	25	40
120	प्यूठान	माण्डवी गाउँपालिका	15	15	-	-	25	-	40
			15 Total	95	-	40	100	85	320
121	कपिलवस्तु	कृष्णनगर नगरपालिका	16	-	-	20	-	20	40
122	दाङ	बबई गाउँपालिका	16	-	-	-	20	20	40
123	रुकुम-पश्चिम	चौरजहारी नगरपालिका	16	20	-	-	20	-	40
124	रुकुम-पूर्व	सिस्ने गाउँपालिका	16	20	-	20	-	-	40
125	रोल्पा	थवाङ गाउँपालिका	16	20	-	20	-	-	40
126	रोल्पा	परिवर्तन गाउँपालिका	16	-	-	-	20	20	40
127	कालिकोट	शुभकालिका गाउँपालिका	16	20	-	20	-	-	40
128	रोल्पा	लुङ्ग्री गाउँपालिका	16	20	-	20	-	-	40
			16 Total	100	-	100	60	60	320
129	जाजरकोट	जुनीचाँदे गाउँपालिका	17	20	-	20	-	-	40
130	जाजरकोट	भेरी नगरपालिका	17	-	-	-	20	20	40
131	जाजरकोट	शिवालय गाउँपालिका	17	-	-	25	-	15	40
132	जुम्ला	पातारासी गाउँपालिका	17	20	-	-	20	-	40
133	जुम्ला	सिंजा गाउँपालिका	17	20	-	20	-	-	40
134	सल्यान	दार्मा गाउँपालिका	17	20	-	-	20	-	40
135	सल्यान	बागचौर नगरपालिका	17	-	-	-	20	20	40
136	सल्यान	सिद्ध कुमाख गाउँपालिका	17	-	-	-	20	20	40
			17 Total	80	-	65	100	75	320
137	कालिकोट	खाँडाचक्र नगरपालिका	18	-	-	20	20	-	40

138	कालिकोट	तिलागुफा नगरपालिका	18	20	-	-	-	20	40
139	कालिकोट	नरहरिनाथ गाउँपालिका	18	15	-	25	-	-	40
140	कालिकोट	पचाल झरना गाउँपालिका	18	20	-	20	-	-	40
141	जुम्ला	हिमा गाउँपालिका	18	-	10	10	-	20	40
142	डोल्पा	छार्का ताडसोड	18	-	-	-	20	20	40
143	मुगु	खत्याड गाउँपालिका	18	20	-	20	-	-	40
144	हुम्ला	सिमकोट गाउँपालिका	18	-	20	-	-	20	40
			18 Total	75	30	95	40	80	320
145	दैलेख	गुराँस गाउँपालिका	19	-	20	-	20	-	40
146	दैलेख	चामुण्डा विन्द्रासैनी नगरपालिका	19	-	25	-	15	-	40
147	दैलेख	ठाँटीकाँध गाउँपालिका	19	40	-	-	-	-	40
148	दैलेख	महाबु गाउँपालिका	19	-	10	10	-	20	40
149	सुर्खेत	पञ्चपुरी नगरपालिका	19	-	-	-	20	20	40
150	सुर्खेत	बराहताल गाउँपालिका	19	20	-	-	20	-	40
151	सुर्खेत	लेकबेशी नगरपालिका	19	-	20	-	-	20	40
152	हुम्ला	सर्केगाड गाउँपालिका	19	-	-	-	20	20	40
			19 Total	60	75	10	95	80	320
153	दैलेख	आठविस नपा	20	20	-	20	-	-	40
154	दैलेख	डुङ्गेश्वर गाउँपालिका	20	20	-	20	-	-	40
155	बर्दिया	गेरुवा गाउँपालिका	20	-	-	-	20	20	40
156	बर्दिया	ठाकुरबाबा नगरपालिका	20	20	20	-	-	-	40
157	बर्दिया	बढैयाताल गाउँपालिका	20	25	-	15	-	-	40

158	बर्दिया	मधुवन नगरपालिका	20	-	-	20	-	20	40
159	सुर्खेत	चिङ्गाड गाउँपालिका	20	-	-	-	20	20	40
160	सुर्खेत	चौकुने गाउँपालिका	20	-	20	-	-	20	40
			20 Total	85	40	75	40	80	320
161	कैलाली	घोडाघोडी नगरपालिका	21	20	-	-	20	-	40
162	कैलाली	चुरे गाउँपालिका	21	20	-	20	-	-	40
163	कैलाली	धनगढी उपमहानगरपालिका	21	25	-	-	15	-	40
164	कैलाली	भजनी नगरपालिका	21	20	-	-	20	-	40
165	कैलाली	मोहन्याल गाउँपालिका	21	-	20	20	-	-	40
166	कैलाली	लम्कि चुहा नगरपालिका	21	-	-	-	20	20	40
167	डडेल्धुरा	परशुराम नगरपालिका	21	-	-	-	16	24	40
168	डडेल्धुरा	भागेश्वर गाउँपालिका	21	-	-	-	20	20	40
			21 Total	85	20	40	111	64	320
169	अछाम	कमलबजार नगरपालिका	22	20	-	-	-	20	40
170	अछाम	चौरपाटी गाउँपालिका	22	20	-	20	-	-	40
171	अछाम	ढकारी गाउँपालिका	22	20	-	20	-	-	40
172	अछाम	तुर्माखाँद गाउँपालिका	22	20	20	-	-	-	40
173	अछाम	पंचदेवल बिनायक नगरपालिका	22	-	-	20	20	-	40
174	अछाम	मंगलसेन नगरपालिका	22	20	-	20	-	-	40
175	अछाम	मेल्लेख गाउँपालिका	22	40	-	-	-	-	40
176	अछाम	रामारोशन गाउँपालिका	22	-	20	-	-	20	40
			22 Total	140	40	80	20	40	320

177	अछाम	साँफेबगर नगरपालिका	23	20	-	20	-	-	40
178	डडेल्धुरा	अमरगढी नगरपालिका	23	-	-	40	-	-	40
179	डडेल्धुरा	नवदुर्गा गाउँपालिका	23	25	-	15	-	-	40
180	डोटी	आदर्श गाउँपालिका	23	-	-	20	20	-	40
181	डोटी	के.आई.सिं. गाउँपालिका	23	20	-	20	-	-	40
182	डोटी	जोरायल गाउँपालिका	23	20	-	20	-	-	40
183	डोटी	शिखर नगरपालिका	23	20	20	-	-	-	40
184	डोटी	सायल गाउँपालिका	23	-	15	-	-	25	40
			23 Total	105	35	135	20	25	320
185	डडेल्धुरा	अजयमेरु गाउँपालिका	24	-	-	-	20	20	40
186	दार्चुला	दुहुँ गाउँपालिका	24	-	22	-	-	18	40
187	दार्चुला	नौगाड गाउँपालिका	24	-	-	-	20	20	40
188	दार्चुला	ब्याँस गाउँपालिका	24	-	20	-	-	20	40
189	दार्चुला	महाकाली नगरपालिका	24	20	-	20	-	-	40
190	दार्चुला	मार्मा गाउँपालिका	24	-	22	-	-	18	40
191	दार्चुला	मालिकार्जुन गाउँपालिका	24	-	-	-	25	15	40
192	दार्चुला	शैल्यशिखर नगरपालिका	24	20	-	-	20	-	40
			24 Total	40	64	20	85	111	320
193	बाजुरा	खप्तड छेडेदह गाउँपालिका	25	20	-	20	-	-	40
194	बाजुरा	गौमुल गाउँपालिका	25	-	20	20	-	-	40
195	बाजुरा	जगन्नाथ गाउँपालिका	25	20	-	20	-	-	40
196	बाजुरा	त्रिवेणी नगरपालिका	25	25	-	-	-	15	40

197	बाजुरा	बडीमालिका नगरपालिका	25	25	-	-	15	-	40
198	बाजुरा	बुढीनन्दा नगरपालिका	25	-	-	20	20	-	40
199	बाजुरा	स्वामीकार्तिक खापर गाउँपालिका	25	-	10	30	-	-	40
200	बाजुरा	हिमाली गाउँपालिका	25	-	-	-	20	20	40
			25 Total	90	30	110	55	35	320
201	बझाङ	खप्तडछान्ना गाउँपालिका	26	-	-	20	-	20	40
202	बझाङ	बुंगल नगरपालिका	26	20	-	-	-	20	40
203	बझाङ	वित्थडचिर गाउँपालिका	26	-	20	20	-	-	40
204	बैतडी	पञ्चेश्वर गाउँपालिका	26	20	-	20	-	-	40
205	बैतडी	पाटन नगरपालिका	26	20	-	20	-	-	40
206	बैतडी	पुर्चौडी नगरपालिका	26	20	-	-	-	20	40
207	बैतडी	शिवनाथ गाउँपालिका	26	-	15	-	-	25	40
208	बैतडी	सिगास गाउँपालिका	26	-	22	-	-	18	40
			26 Total	80	57	80	-	103	320
		Grand Total		2,550	585	1,707	1,615	1,783	8,240

C. Work Plan Template for Reference: Sample for Cluster 1

Cluster 1			M1				M2				M3				M4				M5				M6			
Local Level	Group	Trade	W1	W2	W3	W4	W1	W2	W3	W4	W1	W2	W3	W4	W1	W2	W3	W4	W1	W2	W3	W4	W1	W2	W3	W4
LL1	G1	Roads																								
LL1	G1	Life skills																								
LL1	G2	Roads																								
LL1	G2	Life skills																								
LL2	G1	Roads																								
LL2	G1	Life skills																								
LL2	G2	Masonry																								
LL2	G2	Life skills																								
LL3	G1	Roads																								
LL3	G1	Life skills																								
LL3	G2	Masonry																								
LL3	G2	Life skills																								
LL4	G1	Roads																								
LL4	G1	Life skills																								
LL4	G2	Plumbing																								
LL4	G2	Life skills																								
LL5	G1	Carpentry																								
LL5	G1	Life skills																								
LL5	G2	Electrical																								
LL5	G2	Life skills																								
LL6	G1	Roads																								
LL6	G1	Life skills																								
LL6	G2	Plumbing																								
LL6	G2	Life skills																								
LL7	G1	Plumbing																								
LL7	G1	Life skills																								
LL7	G2	Electrical																								
LL7	G2	Life skills																								
LL8	G1	Roads																								
LL8	G1	Life skills																								
LL8	G2	Masonry																								
LL8	G2	Life skills																								

No. of main trainers by trade			
Trade Name	# of main trainers	# of co-trainer	
Roads			
masonry			
Plumbing			
Electrical			
Carpentry			
Life skills			
No of admin staff			

D. Cluster wise Event- Estimated

Clusterwise Event						
Cluster	Road R & M	Carpentry	Mason	Plumber	Electrician	Total
Cluster 1	7	1	3	3	2	16
Cluster 2	7	0	5	2	2	16
Cluster 3	6	0	0	5	5	16
Cluster 4	5	3	4	2	2	16
Cluster 5	8	0	2	3	3	16
Cluster 6	7	2	3	3	1	16
Cluster 7	2	0	1	5	6	14
Cluster 8	8	1	4	1	2	16
Cluster 9	3	0	3	5	5	16
Cluster 10	4	0	2	4	6	16
Cluster 11	5	0	6	3	2	16
Cluster 12	2	0	3	5	6	16
Cluster 13	4	2	4	4	2	16
Cluster 14	5	1	4	1	3	14
Cluster 15	5	0	2	5	4	16
Cluster 16	5	0	5	3	3	16
Cluster 17	4	0	3	5	4	16
Cluster 18	4	2	4	2	4	16
Cluster 19	2	4	1	5	4	16
Cluster 20	4	2	4	2	4	16
Cluster 21	4	1	2	6	3	16
Cluster 22	7	2	4	1	2	16
Cluster 23	5	2	7	1	1	16
Cluster 24	2	3	1	4	6	16
Cluster 25	4	2	5	3	2	16
Cluster 26	4	3	4	0	5	16
	115	31	86	83	88	233

PART II

Section 8. Conditions of Contract and Contract Forms

Foreword

1. Part II includes two types of standard Contract forms for Consulting Services (a Time-Based Contract and a Lump-Sum Contract) that are based on the contract forms included in the harmonized Standard Request for Proposals (Master Document for Selection of Consultants prepared by participating Multilateral Development Banks (MDBs).
2. **Lump-Sum Contract.** This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Nevertheless, quality control of the Consultant's outputs by the Client is paramount.
3. This Particular contract is planned for Lump-Sum Contract

STANDARD FORM OF CONTRACT

Consultant's Services

Lump-Sum

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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 Attachment 1 (Bank's Policy – Corrupt and Fraudulent Practices); the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract, including Attachment 1, shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name _____

[Loan/Credit/Grant] No. _____

Contract No. _____

between

[Name of the Client]

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

LUMP-SUM

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

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client or Recipient]* (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 *[or has applied for]* a loan *[or credit or grant]* from the *[insert as relevant, International Bank for Reconstruction and Development (IBRD) or International Development Association (IDA)]*: toward the cost of the Services and intends to apply a portion of the proceeds of this *[loan/credit/grant]* to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the *[loan/financing/grant]* agreement, including prohibitions of withdrawal from the *[loan/credit/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 the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the *[loan/financing/grant]* agreement or have any claim to the *[loan/credit/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 “Bank Policy – Corrupt and Fraudulent Practices);
- (b) The Special Conditions of Contract;
- (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

Appendix D: Form of Advance Payments Guarantee

Appendix E Code of Conduct (ES) [*Note to Client: to be included for supervision of infrastructure contracts (such as Plant or Works) and for other consulting service where the social risks are substantial or high*]

Appendix F: Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration

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; Appendix D and Appendix E [*Note to Client: to be included for supervision of infrastructure (such as Plant or Works) contracts and for other consulting service where the social risks are substantial or high*]; and Appendix F. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

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

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

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

[Authorized Representative of the Consultant – name and signature]

[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]

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) **“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.
- (b) **“Bank”** means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (c) **“Borrower”** means the Government, Government agency or other entity that signs the financing agreement with the Bank.
- (d) **“Client”** means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (e) **“Client’s Personnel”** refers to the staff, labor and other employees (if any) of the Client engaged in fulfilling the Client’s obligations under the Contract; and any other personnel identified as Client’s Personnel, by a notice from the Client to the 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) **“Contractor”** means the person named as contractor in the contract to be supervised by the Consultant (if applicable).
- (i) **“Contractor’s Personnel”** means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant (if applicable).
- (j) **“Day”** means a working day unless indicated otherwise.

- (k) **“ES”** means environmental and social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH).
- (l) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (m) **“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.
- (n) **“Foreign Currency”** means any currency other than the currency of the Client’s country.
- (o) **“GCC”** means these General Conditions of Contract.
- (p) **“Government”** means the government of the Client’s country.
- (q) **“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.
- (r) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (s) **“Local Currency”** means the currency of the Client’s country.
- (t) **“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.
- (u) **“Party”** means the Client or the Consultant, as the case may be, and **“Parties”** means both of them.
- (v) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (w) **“Services”** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (x) **“Sexual Exploitation and Abuse” “(SEA)”** means the following:

Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

- (y) **“Sexual Harassment” “(SH)”** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts, Contractor’s (if applicable) or Client’s Personnel.
- (z) **“Site”** (if applicable) means the land and other places where Works are to be executed or facilities to be installed, and such other land or places as may be specified in the Contractor’s Contract as forming part of the Site.
- (aa) **“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.
- (bb) **“Third Party”** means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

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

3. Law Governing Contract

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

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

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized

representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

7. Location

7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

8. Authority of Member in Charge

8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

9. Authorized Representatives

9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.

10. Fraud and Corruption

10.1. The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework, as set forth in Attachment 1 to the GCC.

a. Commissions and Fees

10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.
- 17. Force Majeure**
- a. Definition** 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

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

b. No Breach of Contract

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

c. Measures to be Taken

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

17.6. 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.

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.

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:

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

17.9. 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 45 & 46.

18. Suspension

18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the

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

19. Termination

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

a. By the Client

19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Consultant, in the judgment of the Client has engaged in Fraud and Corruption, as defined in paragraph 1.23 of Attachment 1 to the GCC, in competing for or in executing the Contract, then the Client may, after giving

fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

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

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 46.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

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

proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

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

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

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

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

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

20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Submission by the Consultant for the Client's approval, for addition of any Sub-consultant not named in the Contract, shall also include the Sub-consultant's declaration in accordance with Appendix F- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

b. Law Applicable to Services

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

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

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

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

21. Conflict of Interests

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

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

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 39 through 43) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable 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.

b. Consultant and Affiliates Not to Engage in Certain Activities

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's

Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

- c. Prohibition of Conflicting Activities** 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose Conflicting Activities** 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 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 provided by 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 and in such form and detail as will clearly identify relevant time changes and costs.
- 25.2 Pursuant to paragraph 1.23 (e) of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons

appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Consultant's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

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, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

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

32. Equipment, Vehicles and Materials

32.1 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.

32.2 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.

33. Code of Conduct

33.1 If specified in the SCC, the Consultant shall have a Code of Conduct for Experts (ES).

The Consultant shall take all necessary measures to ensure that each Expert is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by the Experts and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Consultant shall also ensure that the Code of Conduct is visibly displayed in locations where the Services are provided, including if applicable, on the Site, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Experts, Contractor's Personnel, Client's Personnel and the local community if applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

34. Description of Key Experts

34.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

35. Replacement of Key Experts

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

32.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

36. Removal of Experts or Sub-consultants

36.1 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 determines that a Consultant's Expert or Sub-consultant has engaged in Fraud and

Corruption while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

36.2 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.

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

36.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT

37. Assistance and Exemptions

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

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

applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

- (f) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

**38. Access to
Project Site**

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

**39. Change in the
Applicable Law
Related to Taxes
and Duties**

39.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 39.1

**40. Services,
Facilities and
Property of the
Client**

40.1 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**.

**41. Counterpart
Personnel**

41.1 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**.

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

- 42. Payment Obligation** 42.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

- 43. Contract Price** 43.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.

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

- 44. Taxes and Duties** 44.1 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**.

44.2 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.

- 45. Currency of Payment** 45.1 Any payment under this Contract shall be made in the currency(ies) of the Contract.

- 46. Mode of Billing and Payment** 46.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 39.1.

46.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

46.2.1 *Advance payment:* Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.

46.2.2 *The Lump-Sum Installment Payments.* The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

46.2.3 *The Final Payment.* The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

46.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

46.2.4 With the exception of the final payment under 42.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

**47. Interest on
Delayed
Payments**

47.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 42.2.2 , interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. FAIRNESS AND GOOD FAITH

48. Good Faith

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

H. SETTLEMENT OF DISPUTES

49. Amicable Settlement

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

49.2 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 46.1 shall apply.

50. Dispute Resolution

50.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

II. General Conditions

Attachment 1: Bank’s Policy – Corrupt and Fraudulent Practices

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

Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

“Fraud and Corruption

1.23 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party⁹;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation¹⁰;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party¹¹;

⁹ For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

¹⁰ For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

¹¹ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party¹²;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures¹³, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated¹⁴ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract;

¹² For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

¹³ A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

¹⁴ A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant’s proposal for the particular services; or (ii) appointed by the Borrower.

- (e) will require that a clause be included in the RFP and in contracts financed by a Bank loan requiring consultants, and their agents, personnel, sub-consultants, subcontractors, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of proposals and contract performance, and to have them audited by auditors appointed by the Bank.”

III. 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(a)	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 : <i>Ministry of Labour, Employment and Social Security Prime Minister Employment Program Youth Employment Transformation Initiative Project Phone No: +977 1 4200477 Email: info.pmep.np@gmail.com</i></p> <p>Attention : <u>Ramchandra Dhakal, National Project Director</u> Facsimile : _____ E-mail (where permitted): <i>info.pmep.np@gmail.com</i></p> <p>Consultant : _____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted) : _____</p>
8.1	<p><i>[If the Consultant consists only of one entity, state "N/A"; OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____ _____ <i>[insert name of the member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: <u>Shova Pokharel, Under Secretary</u></p> <p>For the Consultant: <i>[name, title]</i> _____</p>
11.1	<i>The contract will be effective once it is signed and notified for its effectiveness</i>

<p>12.1</p>	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be 2 months</p>
<p>13.1</p>	<p>Commencement of Services:</p> <p>The number of days shall be: within 10 days after, 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>
<p>14.1</p>	<p>Expiration of Contract:</p> <p>The time period shall be <i>Six months after the effective date of the services (.....)</i></p>
<p>21 b.</p>	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes</p>

23.1	<p>No additional provisions.</p> <p><i>[OR</i></p> <p>The following limitation of the Consultant’s Liability towards the Client can be subject to the Contract’s negotiations:</p> <p>“Limitation of the Consultant’s Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client:</p> <p style="padding-left: 40px;">(i) for any indirect or consequential loss or damage; and</p> <p style="padding-left: 40px;">(ii) for any direct loss or damage that exceeds two times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p style="padding-left: 40px;">(i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p style="padding-left: 40px;">(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the <i>[insert “Applicable Law”, if it is the law of the Client’s country, or insert “applicable law in the Client’s country”, if the Applicable Law stated in Clause SCC1.1 (b) is different from the law of the Client’s country]</i>.</p> <p><i>[Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant’s liability under the Contract should be carefully scrutinized by the Client and discussed with the Bank <u>prior to accepting any changes</u> to what was included in the issued RFP. In this regard, the Parties should be aware of the Bank’s policy on this matter which is as follows:</i></p> <p><i>To be acceptable to the Bank, any limitation of the Consultant’s liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client, and (b) the Consultant’s ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant’s liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. <u>A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Bank.</u> Also, the Consultant’s liability should never be limited for loss or damage caused by the Consultant’s gross negligence or willful misconduct.</i></p>
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	<p><i>The Bank does not accept a provision to the effect that the Client shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law applicable in the Client’s country.]</i></p>		
<p>24.1</p>	<p>The insurance coverage against the risks shall be as follows:</p> <p><i>[Delete what is not applicable except (a)].</i></p> <p>(a) Professional liability insurance, with a minimum coverage of Equivalent to the contract amount in NPR.</p> <p>(b) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency or state “in accordance with the applicable law in the Client’s country”]</i>;</p> <p>(c) 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>(d) 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>		
<p>27.1</p>	<p><i>Will apply GCC 27.1</i></p>		
<p>29. Code of Conduct</p>	<table border="1"> <tr> <td data-bbox="370 1234 1550 1304"> <p>The Consultant is “required” to have a Code of Conduct for Experts (ES).</p> </td> </tr> <tr> <td data-bbox="370 1304 1550 1444"> <p>Experts or Subconsultants who are found to be in breach of the Consultant’s Code of Conduct (ES) (including on sexual harassment, sexual exploitation and sexual abuse) shall be replaced by the Consultant, or at the Client’s written request.”</p> </td> </tr> </table>	<p>The Consultant is “required” to have a Code of Conduct for Experts (ES).</p>	<p>Experts or Subconsultants who are found to be in breach of the Consultant’s Code of Conduct (ES) (including on sexual harassment, sexual exploitation and sexual abuse) shall be replaced by the Consultant, or at the Client’s written request.”</p>
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<p>Experts or Subconsultants who are found to be in breach of the Consultant’s Code of Conduct (ES) (including on sexual harassment, sexual exploitation and sexual abuse) shall be replaced by the Consultant, or at the Client’s written request.”</p>			
<p>39.1</p>	<p>The Contract price is: _____ <i>[insert amount and currency for each currency as applicable] [indicate: inclusive or exclusive] of local indirect taxes.</i></p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall <i>[insert as appropriate: “be paid” or “reimbursed”]</i> by the Client <i>[insert as appropriate: ”for“ or “to”]</i> the Consultant.</p> <p>The amount of such taxes is _____ [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.</p>		

<p>40.1 and 40.2</p>	<p><i>[The Bank leaves it to the Client to decide whether the Consultant (i) should be exempted from indirect local tax, or (ii) should be reimbursed by the Client for any such tax they might have to pay (or that the Client would pay such tax on behalf of the Consultant)]</i></p> <p>The Client warrants that <i>[choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract’s negotiations (Form FIN-2, part B “Indirect Local Tax – Estimates”):</i></p> <p><i>If ITC16.3 indicates a tax exemption status, include the following: “the Consultant, the Sub-consultants and the Experts shall be exempt from”</i></p> <p><i>OR</i></p> <p><i>If ITC16.3 does not indicate the exemption and, depending on whether the Client shall pay the withholding tax or the Consultant has to pay, include the following:</i></p> <p>“the Client shall pay on behalf of the Consultant, the Sub-consultants and the Experts,” OR “the Client shall reimburse the Consultant, the Sub-consultants and the Experts”]</p> <p>any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client’s country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <p>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client’s country), in connection with the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into the Client’s country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</p> <p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</p> <p>(d) any property brought into the Client’s country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client’s country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client’s country, provided that:</p> <p style="padding-left: 40px;">(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client’s country in importing property into the Client’s country; and</p> <p style="padding-left: 40px;">(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client’s country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the</p>
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	<p>regulations of the Client’s country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client’s country.</p>
42.2	<p>The payment schedule:</p> <ul style="list-style-type: none"> - 1st installment: <i>Inception Report</i>: After submission and approval of Inception report comprising the service provider’s work plan, locations of clusters, information on enrolled trainees, confirmation of training locations and trainees, 10% of contract value, - 2nd installment: <i>Mid Term Report: Almost half period after training commencement</i> in LLs and after submission and approval of midterm report and a monitoring report received from technical committee provisioned in clause 62 of Project Operations Manual- 30% of contract value, - 3rd installment(Final Payment): <i>Final Report</i>: successful completion of training and submission and approval of final report and a monitoring report received from technical committee provisioned in clause 62 of Project Operations Manual.,60% of contract value, <p><i>[Total sum of all installments shall not exceed the Contract price set up in SCC39.1.]</i></p>
42.2.1	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <ol style="list-style-type: none"> (1) An advance payment up to 20% of contract value in NPR (in local currency) shall be made within 7 days after the receipt of an advance bank payment guarantee by the Client. The advance payment will be set off by the Client in equal portions against (from 1st Installment to Final Payment-3 Installments) (2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment. (3) The bank guarantee will be released when the advance payment has been fully set off.
42.2.4	<p>The accounts are:</p> <p>for foreign currency: <i>[insert account]</i>. for local currency: <i>[insert account]</i>.</p>
43.1	<p>The interest rate is: 8%</p>
46.1	<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:

	<p>(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 <i>Nepal Council of Arbitration (NEPCA)</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>NEPCA</i> 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 <i>agreed authority between the parties acceptable to both as per applicable law of Nepal</i>.</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 (b) to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure</u>. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of Nepal Council of Arbitration (NEPCA) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators</u>. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators</u>. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an nationally/internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant’s home country or of the home country of any of their members or Parties/ or of the Government’s country. For the purposes of this Clause, “home country” means any of:</p> <p>(b) the country in which the Consultant’s or Parties’ principal place of business is located;</p>
	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p>

	<ul style="list-style-type: none">(a) Proceedings shall, unless otherwise agreed by the Parties, be held in <i>Nepal</i>.(b) the <i>Nepali.or Englisgh</i> language shall be the official language for all purposes; and(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
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IV. Appendices

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 and list of deliverables against which the payments to the Consultant will be made; Client’s input, including counterpart personnel assigned by the Client to work on the Consultant’s team; specific tasks or actions that require prior approval by the Client.]

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of 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.]

.....

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and 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-3 and FIN-4] at the negotiations or state that none has been made.]

When the Consultant has been selected under Quality-Based Selection method, also add the following:

“The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP “Consultants’ Representations regarding Costs and Charges” submitted by the Consultant to the Client prior to the Contract’s negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or

inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. 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 statement approved by the Client in accordance with Clause GCC 42.2.3 of this Contract.”]

Model Form I
Breakdown of Agreed Fixed Rates in Consultant's Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency])*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Work in the Client's Country									

1 Expressed as percentage of 1

2 Expressed as percentage of 4

* If more than one currency, add a table

Signature

Date

Name and Title: _____

APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE
[See Clause GCC 41.2.1 and SCC 41.2.1]

{Guarantor letterhead or SWIFT identifier code}

Bank Guarantee for Advance Payment

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

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

Date: _____ *[insert date]* _____

ADVANCE PAYMENT GUARANTEE No.: _____ *[insert number]* _____

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 ____ *[insert date]* _____ with the Beneficiary, 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 _____ *[insert amount in figures]* (_____) *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[amount in figures]* (_____) *[amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has 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]*.

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.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as “paid” by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the ___ day of [month] _____, [year] __, 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 (URDG) 2010 revision, ICC Publication No. 758.

[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.}

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.”

APPENDIX E - CODE OF CONDUCT (ES)

[Note to Client: to be included for supervision of infrastructure contracts (such as Plant or Works) and for other consulting service where the social risks are substantial or high]

APPENDIX F - SEXUAL EXPLOITATION AND ABUSE (SEA) AND/OR SEXUAL HARASSMENT (SH) PERFORMANCE DECLARATION FOR SUB-CONSULTANTS

[The following table shall be filled in for the Consultant, each member of a Joint Venture and each Sub-consultant proposed by the Consultant]

Consultant’s Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member’s or Sub-consultant’s Name: *[insert full name]*

RFP No. and title: *[insert RFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.</p>
<p><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></p>