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Standard Request for Proposals

Selection of Consultants Time based

Selection of Local Service Provider (LSP) for The Implementation of Migrant Resource Center and Associate Activities under the Safer Migration (SaMi) program

Project: KSMC-SaMi/CS/FBS-01-2079/080

Kalaiya Sub-Metropolitan City, Bara

(January, 2023)



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REQUEST FOR PROPOSALS

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RFP No.: KSM-SaMi/CS/FBS/-01-2079/080

Selection of Local Service Provider (LSP) for The Implementation of Migrant Resource Center and Associate Activities under the Safer Migration (SaMi) Program

Project: Safer Migration (SaMi) Program

Kalaiya Sub-Metropolitan City and Baragadhi Rural Municipaity Bara District.

Financing Agency: Government of Nepal and Government of Switzerland (SDC)

Issued on: 23-01-2023



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PARTI

Section 1. Letter of Invitation

RFP No.: KSMC-SaMi/CS/FBS/-01-2079/080 Loan/Grant/Financing No. Kalaiya Sub-Metropolitan City,Kalaiya, Bara

23-01-2023

Name and Address of LSP: a) Dalit Janjati Utthan Kendra, Kaliya, Bara b) Protection Nepal, Kalaiya , Bara

Dear Mr./Ms.:

- 1. Government of Nepal (GoN) and Government of Switzderland (SDC) has allocated fund toward the cost of Safer Migration (SaMi) Program and intends to apply a portion of this grant to eligible payments under this Contract for which this Request for Proposals is issued for Selection of Local Service Project (LSP). Payments by the Development Partner will be made only at the request of the GoN and upon approval by the Development Partner, and will be subject, in all respects, to the terms and conditions of the grant agreement. The grant agreement prohibits a withdrawal from the 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 donor, is prohibited by a decision of the United Nations. No party other than the Recipient shall derive any rights from the grant agreement or have any claims to the proceeds of the grant.
- The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): Selection of Local Service Provider for The Implementation of Migrant Resource Center and Associate Activities under the Safer Migration (SaMi) Program. 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:
 - a) Dalit Janjati Utthan Kendra Kalaiya, Bara
 - b) Protection Nepal ,Kalaiya, Bara
- 4. It is not permissible to transfer this invitation to any other firm, such as Consultant's parent companies, subsidiaries and affiliates
- 5. A firm will be selected under FBS (Fixed Budget System) and procedures described in this RFP.
- 6. The RFP includes the following documents:

Section 1 - Letter of Invitation



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Section 2 - Instructions to Consultants and Data Sheet

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 – Eligible Countries

Section 6 - GoN/DP's Policy - Corrupt and Fraudulent Practices

Section 7 - Terms of Reference

Section 8 - Standard Forms of Contract

- 7. Please Inform us by 29-01-2023, In writing at Kalaiya Sub-Metropolitan City, Kalaiya ,Bara by E-mail :kalaiyamun@gmail.com
 - (a) that you received the letter of invitation; and
- 8. Details on the proposal's submission date, time and address are provided in Clauses 17.8 of the ITC.

Yours sincerely,

Nathu Sah

Chief Administrative Officer of Kalaiya Sub-Metropolitan City Kalaiya ,Bara



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

A. General Provisions

1. Definitions	(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 Development Partner (DP) governing the selection and Contract award process, in
	case of DP funded project. "Applicable Law" means the laws and any other instruments having the force of law in Nepal as they may
	be issued and in force from time to time.
	(c). "Borrower [or Recipient or Beneficiary]" means the Government, Government agency or other entity that signs the financing [or loan/credit/grant/project] agreement with the Development Partner.
	 (d). "Client" means the [procuring entity/implementing/ executing agency] that signs the Contract for the Services with the selected Consultant.
	(e). "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
	(f). "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract)
	(GCC), the Special Conditions of Contract (SCC), and the Appendices)
	(g). "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.
	(h) "Day" means a calendar day
	(i). "Development Partner (DP)" means the country/institution funding the project as specified in the Data Sheet.
	(j) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
	(k). "Government" means the government of the Nepal.
	(I). "Joint Venture (JV)" means an association with or without a local
	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.
	(m) "Key Expert(s)" means an individual professional whose skills, gualifications, knowledge and experience are optimal to the
	performance of the Services under the Contract and whose CV is



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	taken into account in the technical evaluation of the Consultant's
	proposal.
	(n). "ITC" (this Section 2 of the RFP) means the Instructions to
	Consultants that provides the shortlisted Consultants with all
	information needed to prepare their Proposals.
	(o). "LOI" (Section 1 of the RFP) means the Letter of Invitation being
	sent by the Client to the shortlisted Consultants. (p). "Non-Key Expert(s)" means an individual professional provided by
	the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs
	are not evaluated individually.
	(q). "Proposal" means the Technical Proposal and the Financial Proposal
	of the Consultant.
	(r). "RFP" means the Request for Proposals prepared by the Client for
	the selection of Consultants, based on the SRFP.
	(s). "SRFP" means the Standard Request for Proposals issued by PPMO,
	which must be used by the Public Entity as the basis for the
	preparation of the RFP.
	(t). "Services" means the work to be performed by the Consultant pursuant to the Contract.
	(u) "Sub-consultant" means an entity to whom the Consultant intends to
	subcontract any part of the Services while remaining responsible to
	the Client during the performance of the Contract.
	(v). "TORs" (this Section 7 of the RFP) means the Terms of Reference
	that explain the objectives, scope of work, activities, and tasks to be
	performed, respective responsibilities of the Client and the
. Introduction	Consultant, and expected results and deliverables of the assignment.
. 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 Proposale
	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 proparation of
Conflict	the Consultant's Proposal as specified in the Data Sheet.
. Conflict of Interest	3.1 The Consultant is required to provide professional, objective, and
interest	Invalual auvice, at all times nould the client's interacts
	strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
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	The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or blacklisting by the Public Procurement Monitoring Office/DP. Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultant shall not be hired under the circumstances set forth below:
a. Conflicting activities	(i) <u>Conflict between consulting activities and procurement of goods,</u> 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) <u>Conflict among consulting assignments</u> : a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.
c. Conflicting relationships	(iii) <u>Relationship with the Client's staff</u> : a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client or are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract.
4. Unfair Competitive Advantage	4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
 Corrupt and Fraudulent Practices 	5.1 The GoN/DP requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in Section 6.
	5.2 In further pursuance of this policy, Consultant shall permit and shall cause its sub-consultants and sub-contractors to permit GoN/DP or its representatives to inspect the accounts, records and other documents relating to the submission of the Proposal and execution of the contract, in case of award, and to have the accounts and records audited by auditors appointed by the GoN/DP.

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	5.3 Consultants shall be aware of the provisions on fraud and corruption stated in Clause GCC 10.1.
6. Eligibility	 6.1 The GoN/DP permits consultants (individuals and firms, including Joint Ventures and their individual members) from the eligible countries as stated in Section 5 to offer consulting services for GoN/DP-financed projects. 6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the GoN/DP.Maximum number of partners in JV shall be as specified in the Data sheet.
	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 GoN/DP in accordance with the above Clause 5.1 shall be ineligible to be awarded a GoN/DP-financed contract, or to benefit from a GoN/DP-financed contract, financially or otherwise, during such period of time as the GoN/DP shall determine. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet.
	6.3.2 In case of a natural person or firm/institution/company which is already declared blacklisted and ineligible by the GoN, any other new or existing firm/institution/company owned partially or fully by such Natural person or Owner or Board of director of blacklisted firm/institution/company; shall not be eligible consultant.
b. Prohibitions	 6.3.3Firms and individuals shall have the nationality of an eligible countries as indicated in Section 5 (Eligible Countries) and: (a) as a matter of law or official regulations, Nepal 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.
c. Restrictions for public employees	6.3.4 Government officials and civil servants may only be hired under consulting contracts, either as individuals or as members of a team of a consulting firm, if permitted under GoN/DP policy, and their employment would not create a conflict of interest).
	B. Preparation of Proposals
7. General Considerations	7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
8. Cost of Preparation of Proposal	8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award,



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	without thereby incurring any liability to the Consultant.
9. Language	9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the English/Nepali language.
10. Documents Comprising the Proposal	 10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet. 10.2 The Consultant shall furnish information on commissions, gratuitie 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, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet.
12. Proposal Validity	 12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline. 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price. 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting in accordance with Clause 5 of this ITC.
a. Extension of Validity Period	12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity. 12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts. The Consultant shall not include any additional conditions against the provisions specified in RFP, while extending the validity of its Proposal. 12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
b. Substitution of Key Experts at Validity Extension	12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.



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	12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.
c. Sub-Contracting	12.9 The Consultant shall not subcontract the whole of the Services unless otherwise indicated in the Data Sheet.
13. Clarification and Amendment of RFP	13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to 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.
	13.1.3 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
14. Preparation of Proposals – Specific	14.1 While preparing the Proposal, the Consultant must give particular attention to the following:
Considerations	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-consultant shall 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. 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

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	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.
	15.2 Only one curriculum vitae (CV) may be submitted for each key expert. If a technical proposal nominates more than one expert for a position, the Client will evaluate all CVs and apply the lowest score for the position.
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) other expenses, (c) provisional sums when applicable indicated in the Data Sheet.
a. Price Adjustment	16.2 For assignments with a duration exceeding 12 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet.
b. Taxes	16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract. Information on taxes in the Client's country is provided in the Data Sheet.
c. Currency of Proposal	16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet . If indicated in the Data Sheet , the portion of the price representing local cost shall be stated in the Nepalese Rupees.
d. Currency of Payment	16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.
	C. Submission, Opening and Evaluation
17. Submission, Sealing, and Marking of Proposals	 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically. 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal. 17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all.
	members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed

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	by each member's authorized représentative.
	17.4 Any modifications, revisions, "Interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
	17.5 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the Data Sheet . All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
	17.6 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "TECHNICAL PROPOSAL", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "Do NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]."
	17.7 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL."
	17.8 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "Do Not OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]".
	17.9 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. For QCBS, FBS and LCS, if the Technical and Financial Proposals are not submitted in separate sealed envelopes as required, the Client shall reject the Proposal.
	17.10 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.
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
	other party not officially concerned with the process, until the letter of intent to accept the proposal has been issued to the selected Consultant.
	18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the



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	Proposals or Contract award dectisions may result in the rejection of its Proposal, and may be subject to the application of prevailing PPMO's blacklisting procedures.
	18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of issuance of notification for opening of financial proposal or the Letter of Intent, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.
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. The opening date, time and the address are stated in the Data Sheet . The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 23 of the ITC.
	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 DP 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. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member of the evaluation committee to the proposal. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the
	 21.2 Proposed experts, involved in the firms' work in hand will not be considered for evaluation to the extent of this involvement in the ongoing assignment. 21.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV

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	proposal shall be excluded front the evaluation, if public entity
	receives instruction from Government of Nepal.
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.
	22.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such
	firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)	 23.1 After the technical evaluation is completed and the DP has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should be at least 7 days for national shortlisting and 15 days for international shortlisting for attending the opening. The Consultant's attendance at the opening of the Financial Proposals is optional and is at the Consultant's choice. 23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened.
	 These Financial Proposals shall be then opened, and the following information will be recorded: (a) Name and address, (b) Proposed service charge, (c) Discount offered, if any; (d) Description of the discrepancies, if any, between figure and words,
	(e) Whether the financial proposal is signed or not by authorized representative of consultant,(f) If any matter or content of the financial proposal is effaced whether



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	such efface is signed by the consultant or the source of the and the details of the amount and the consultant or the source of the Public Entity 23.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.
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, (b) adjust the discount offered, if any, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
b. Lump-Sum Contracts	24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
25. Taxes	 25.1 Except as set out in Sub-clause 25.2, all taxes are deemed included in the Consultant's Financial proposal, and, therefore, included in the evaluation. 25.2 Except for VAT, all taxes levied and imposed on the contract invoices and any tax liabilities arising from the Contract under the laws of Nepal are deemed included in the Consultant's Financial Proposal and, hence, included in the evaluation. Information on the Consultant's tax obligations in Nepal can be found as indicated in Clause 16.3 of the Data Sheet.
26. Conversion to Single Currency	26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet .
27. Combined Quality and Cost	

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Evaluation	2
a. Quality- and Cost-Based Selection (QCBS)	27.1 In the case of QCBS, the tetal score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet . The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
b. Fixed-Budget Selection (FBS)	27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the Data Sheet shall be rejected.
	27.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.
c. Least-Cost Selection (LCS)	27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.
	D. Negotiations and Award
28. Negotiations	28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.
	28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.
	28.3 The date, time and address for the negotiations will be advised in writing by the client. The notification period shall be at least 15 days for international selection and 7 days for national selection.
a. Availability of Key Experts	 28.4 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. 28.5Notwithstanding 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	28.6 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.

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c. Financial negotiations	 28.7 In the case of a Time-Based contract, Where cost is a factor in the evaluation, unit rates negotiations for remuneration shall not take place. However, there may be negotiation on reimbursable expenses. 28.8 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. 28.9 The format for (i) providing information on remuneration rates in the case of Quality Based Selection is provided in Appendix A to the Financial Form FIN-3;Financial Negotiations – Breakdown of Remuneration Rates.
29. Conclusion of Negotiations	 29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative. 29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.
30. Award of Contract	 30.1 Pursuant to Clause 29.1 of this ITC, the consultant, with whom agreement is reached following negotiation, shall be selected for approval of his proposal and the Client shall notify its' intention to accept the proposal to the selected consultant and other short-listed consultants within 7 days of selection of the winning proposal. 30.2 If the review application is not received by the Client pursuant to Clause 31.2 of this ITC then the proposal of the Consultant, selected as per Clause 30.1 of this ITC shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 15 days. 30.3 If the Consultant fails to sign an agreement pursuant to Clause 30.2 of this ITC then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract. 30.4 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet. 30.5 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution is point of the firm/institution is point of the firm/institution is proposal be excluded from the evaluation, if public aptity receives instruction from the term of the evaluation, if public aptity receives instruction is proposal partner of partner of proposal partner of partner of partner of partner partner of partner partner partner partner
31. Request for Information/ Complaints	 if public entity receives instruction from Government of Nepal. 31.1 A consultant, who has been informed that its technical proposal has been considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, may request the Client to provide the technical score obtained by him and the reason for not being able to qualify. The Client shall provide the information within 5 days of receiving such request. If the applicant is not satisfied with the

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	decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the amount specified in the Data Sheet with the validity period of at least ninety days from the date of filing of application. In case of letter of intent after evaluation of financial proposal if the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing
	 31.2 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client's decision provided as per Clause 30.1 of this ITC and believes that the Client has committed an error or breach of duty which has or will result in loss to him then the consultant may give an application for review of the decision to the Client with reference to the error or breach of duty committed by the Client. The review application should be given within 7 days of receipt of information regarding the issue of letter by the Client notifying its intention to accept the winning proposal pursuant to Clause 30.1 of this ITC.
	 31.3 If a review application is received by the Client pursuant to Clause 31.2 of this ITC then the Client will clarify and respond within 5 days of receiving such application. 31.4 If the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. 31.5 If a complaint has been lodged to the client, the client shall put on hold the awarding process for 7 days period provided to lodge a complaint to the review committee.
32. Conduct of Consultants	 32.1 The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and Public Procurement Act and Regulations. 32.2 The consultant shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the Contract Agreement: a. give or propose improper inducement directly or indirectly. b. distortion or misrepresentation of facts c. engaging or being involved in corrupt or fraudulent practice



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	e. participation of other prospective bidders.
	coercion or threatening directly or indirectly to impair or harm, an party or the property of the party involved in the procurement proceedings,
	g. collusive practice among consultants before or after submission of proposals for distribution of works among consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price.
	 contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening o proposals up to the notification of award of contract
33. Blacklisting	33.1 Without prejudice to any other rights of the client under this Contract, the Public Procurement Monitoring Office may blacklist a Consultant for his conduct up to three years on the following grounds and seriousness of the act committed by the consultant:
	 a) if it is proved that the consultant committed acts pursuant to the Clause 32.2 of the ITC,
	b) if the consultant fails to sign an agreement pursuant to Clause 30.2 of the ITC,
	 c) if it is proved later that the consultant has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed assignment is not of the specified quality as per the contract, d) if convicted by a court of law in a criminal offence which disqualifies the firm from participating in the contract.
	 e) if it is proved that the contract agreement signed by the Consultant was based on false or misrepresentation of consultant's qualification information,
	f) if the consultant fails to submit the professional liability insurance within the period stipulated in the contract.
	33.2 A Consultant declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO) and/or DP Development Partner in case of DP funded project, shall be ineligible to participate or to be awarded a contract during the period of time determined by the GoN, PPMO and/or the DP Development Partner.
	The list of debarred firms is available at the electronic address specified in the Data Sheet.





E. Data Sheet

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

	A. General
ITC Clause Reference	
1(i) Definations	Development Partner (DP) is: Swiss Agency for Development and Cooperation (SDC)-Government of Switzerland
1(k / j) Definations	International experts mean experts who are citizens of an eligible country. National experts mean experts who are citizens of Nepal. Nationals who possess the appropriate international experience may be considered for assignments that require international expertise. The international experience that is required for a particular assignment will be defined and described in the pertinent TOR.
2.1 Introduction	Name of the Client: A. Kalaiya Sub Metropolitan City, Office of the Municipal Executive, Kalaiya, Bara B. Baragadi Rural Municipality, Office of the Municipal Executive, Baragadhi, Bara Method of selection: FBS (Fixed Budget System)
2.2 ntroduction	Financial Proposal to be submitted together with Technical Proposal: Yes <u>√</u> No The name of the assignment is: Selection of Local Service Provider (LSP) forThe Implementation of Migrant Resource Center and Associate Activities under the Safer Migration (SaMi) program, KSMC-SaMi/CS/FBS-01-2079/080
.3 htroduction	A pre-proposal conference will be held: Yes y or No [If "Yes", fill in the following:] Date of pre-proposal conference: 10-02-2023 Time: 2.00PM Address: Meeting Hall of Kalaiya Sub-Metropolitan City, Kalaiya ,Bara Telephone: Lead_ Facsimile: lead E-mail: tapasi.idf@gmail.com



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	Contact person/conference coordinator: Tapasi, Prasad Chaurasiya -Branch Officer (9855048895)
2.4 Introduction	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: Please refer to Section 7, TOR 1. SaMi Project phase III brochure 2. Lession learned through Safer Migration (SaMi) Project, Nepal 3. SaMi Implementation Guideline-2079 More information about SaMi is available at <u>https://www.sami.org.np/</u>
4.1 Unfair Competative Advantage	Unfair Competitive Advantage" applies to the selection, explain how it is mitigated, including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the shortlisted Consultants]: Not Applicable.
6.2 Eligibility	Maximum number of partners in JV shall be: Not applicable
6.3.1 (a) Eligibility- Sanctions	A list of debarred firms and individuals is available at the following website www.ppmo.gov.np
	B. Preparation of Proposals
10.1 Documents Comprising the Proposal	 The Proposal shall comprise the following: 1st Inner Envelope with the Technical Proposal: (1) Power of Attorney to sign the Proposal (2) Proof of Legal Status and Eligibility (Copy of the certificates) Organization/ Company/ Firm Registration Certificate and renewal certificate Business Registration Certificate (e.g. Renewed in Social Welfare Council) VAT Registration Certificate Tax Clearance Certificate or Proof of Submission of Income Statement in IRO (Inland Revenue Office) of FY 2077/78 (if paid FY 2078/79) Self Declaration Letter (stating as not balklisted, no conflict of interest with the procurement process and have not been punished on professional conduct.
	 Proof of the project/activities implemented/conducted to make the foreign employment safer, beneficial and dignified.



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	(3) TECH-1 (4) TECH-2 (5) TECH-3 (6) TECH-4 (7) TECH-5 (8) TECH-6 (9) IECH-7 AND 2 nd Inner Envelope with the Financial Proposal : (1) FIN-1 (2) FIN-2 (3) FIN-3A- Required, FIN-3B- Not Applicable (4) FIN-4 Note : all documents must be verified by the authorized person of the company.
11.1 Only One Proposal	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible Yes or No
12.1 Proposal Validity	Proposals must remain valid for 90 calendar days after the proposal submission deadline
12.9 Proposal Validity- Sub- Contracting	Sub-contracting is allowed for the proposed assignment Yes
13.1 Clarification and Amendment of RFP	Clarifications may be requested no later than 13 days days prior to the submission deadline. The contact information for requesting clarifications is: <u>Branch Manager, Kalaiya Sub-Metropolitan City,Kalaiya, Bara</u> E-mail: <u>tapasi idf@gmail.com</u>
4.1.1 Preparation of Proposal- specific	Shortlisted Consultants may associate with (a) non-shortlisted consultant(s): Yes $_ y_$ or No $_$ (may be associated other than key expert but the evaluation will only be done of the main



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Consideration	organization) Or
	(b) other shortlisted Consultants: Yes or No _ y
14.1.2 Preparation of Proposal- Specific Consideration	Not Applicable [If not used, state "Not applicable". [Note to Client. state "Not applicable", if specifying minimum inputs under 14.1.3, instead of estimated inputs] If used, insert the following: Estimated input of international Key Experts' time-input: person-months- Estimated input of national Key Experts' time-input:24 person-months OR Estimated total cost of the assignment for the assignment:] [Notes to Client: [Indicate only either time input (in person-month) or total cost, but not both]
14.1.3 Preparation of Proposal- Specific Consideration	[If not used, state "Not applicable". If used, insert the following: Minimum time-input of international Key Experts' is: _ person-months. Not Applicable
(for time-based contracts only)	Minimum time-input of national Key Experts' is:24 person-months (Insert time input as per ToR)
	For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time input (expressed in person- month) is calculated as follows: The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.]
14.1.4 Preparation of Proposal- Specific	The total available budget for this Fixed-Budget assignment is: NRS. 22,15,886.00 inclusive of VAT and other taxes). Proposals ¹ exceeding the total available budget will be rejected.
Consideration and 27.2 use for Fixed Budget nethod)	The LG wise budget is as below: Kaliya Sub-Metropolitan City: Rs. 17,15,345.00 Baragadhi Rural Metropolitan City;Rs. 5,00,541.00 Jeetpursimara Sub-Metropolitan City- the budget of Jeetpur is not included here but after selection of LSP, Jeetpursimara SMC may sign agreement for program implementation with the selected LSP.

The proposal refers to the proposed price in Form FIN-1



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	Note : The contract period of this assignment is up to 16 months since Chaitra,2079. The above budget is for four months of this current FY 2079/080. The budget may increase in coming years. The detail budget and activities of this FY are mentioned in this year agreement and for coming year, the activities and budget are mentione in the agreement of next years as the agreement is renewed every year as per satisfactory performance of works for the given FY.
16.1 Financial Proposal	 List of Reimbersable expenses: (1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services; (2) cost of travel by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, including overheads and back-stop support; (4) communications costs; (5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants; (6) cost of reports production (including printing) and delivering to the Client; (7) other allowances where applicable Only for Time-Based Contracts: The detail of budget is mentioned in part of financial proposal.
16.2 Financial Proposal- Price Adjustment	A price adjustment provision applies to remuneration rates: Yes
16.3 Financial Proposal- Taxes	"Information on the Consultant's tax obligations in Nepal can be found at the Inland Revenue Department website: www.ird.gov.np."
16.4 Financial Proposal- Currency of Proposal	The Financial Proposal shall be stated in the following currencies: Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies Not Applicable The Financial Proposal should be in Nepali Rupees
	C. Submission, Opening and Evaluation



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17.1 Submission, Sealing and Marking of Proposal	The Consultants shall not have the option of submitting their Proposals electronically.
17.5 Submission, Sealing and Marking of Proposal	The Consultant must submit: (a) Technical Proposal: one (1) original and one (1) copy; (b) Financial Proposal: one (1) original. Note : the copy of the proposal should be the photocopy of the original copy.
17.8 Submission, Sealing and Marking of Proposal	The Proposals must be received at the address below no later than: Date: 22/02/2023 (10 th Fagun,2079)day/month/year Time: 12:00 local time[insert time in 24h format, The Proposal submission address is: Kalaiya Sub Metropolitan City, Kalaiya, Bara
19.1 Opening of Technical proposal	An online option of the opening of the Technical Proposals is offered: Yesor Noy The opening shall take place at: Kalaiya Sub-Metropolitan City, Kalaiya, Bara Date: 22/02/2023 (10 th Fagun,2079) Time: 14:00 PM Local time
19.2 Opening of Technical proposal	 In addition, the following information will be read aloud at the opening of the Technical Proposals: Confirmation that invitation to submit proposal was not transferred to another party Name of the consultant The present or absents of the duly sealed envelop of the financial proposal Any modifications to the proposals submitted prior to proposal submission deadline Any other information deemed appropriate or as indicated in section ICT and data sheet.
1.1 valuation of echnical roposals	For detail refe Table no. : 01-ITC (Evaluation Criterai) The evaluation criteria, sub-criteria, and point system for the evaluation are: <u>Points</u> (1) Specific experience of the consultants (as a firm) related to the assignment <u>[up to 25]- 20</u> <u>Number of project carried out in the field of Foreign Employment/Social Mobilization</u> <u>with in 10 years</u>

At least one project related to foreign employment with one year of experience of managing Migrant Resource Centre (MRC), Providing Psychosocial Counseling to person/family related to foreign employment and managing the financial literacy activities for family related to foreign employment (100%)

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At least one project with one year experience of managing Migrant Resource Centre **or** Providing Psychosocial Counseling to person/family related to foreign

employment **or** and managing the financial literacy activities for family related to foreign employment (60%)

At least experience of one year of managing one project related to social mobilization. (50%)

(2) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference [20 - 35]-30

(i) Realistic and implementable work plan and methodology

(a) Well understanding of providing information and counselling/consultation related with safer foreign employment.

(b) Proposal of appropriate and innovative methodology for implementing safer migration programme through various mediums

(c) Proposed work plan and methodology of proper coordination with local Governments and district based stakeholders related with foreign employment.

(ii) Assurance of Monitoring and sensitivity towards gender and marginalized group.

(a) Detailing about the process and system of program, financial monitoring & evaluation process.

(b) Clear articulation of role and participation of stakeholders (local governments, technical assistance unit and other) in the methodology and system of program financial monitoring & evaluation process.

(c) Clear workplan and methodology to enhance and assurance of participation of gender and marginalized group.

(iii) Comment / response on ToR(Clear understanding of content and detail of ToR)

{<u>Notes to Consultant</u>: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts}

(3) Qualifications and Experience of the key staff for the Assignment [30 - 60]- 40 [Notes to Consultant: each position number corresponds to the same for the Key



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Experts in Form TECH-6 to be prepared by the Consultant) Project Coordinator-1 candidate [Insert points]- 10 MRC Counsellor- 2 candidates (1 female mandatory) [Insert points] - 3 Psychosocial Counsellor-2 candidates [Insert points] -7 Finance and Admin Officer-1 candiddate [Insert points] -8 [Insert points]-The number of points to be given to each of the above position of key staff shall be determined considering the following three sub-criteria and relevant percentage weights: (i) General Qualifications [insert weight between 20 – 30%] (ii) Experience and training related the assignment [insert weight between 50 - 60%] (iii) Experience in region & language (International Staff] Or Experience in similar terrain [National Staff] [insert weight up to 10%-10 100 Total weight: (4) Suitability of the transfer of knowledge program or training)[up to 10]- 10 (i) Project related transfer of knowledge to the local governments (a) Budget (related to social issues) allocation by local government with facilitation of the consultant/firm/organization (b) Experience related to handover of program to government body (c) Experience and Examples related to facilitation in program replication on their own fund (ii) Good programs and plans proposed for sustainability of program (a) Good exit strategy ensuring sustainability (v) Local participation (as reflected by nationals among key staff presented by foreign and local consultants; [up to 10]-Not Applicable (not applicable for National level proposals) Total Points: 100 The minimum technical score (St) required to pass is 75 [The indicative range is 60 to 75 on a scale of 1 to 100] Note: (a)- the consultant should submit the audit report along with the other proof of specific experience related to the assignment/foreign employment. The activities and expenses of budget on Foreign employment activities/ project should have been clearly mentioned in audit reports of concerned fiscal year



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	which will verify the specific experience. All evidential documents must be verified by authorized person of the consultant and need office stamp. Note: (b)- the consultant should submit the copy of academic certificates, copy of training certificates, and copy of work experience certificates of all key experts and all certificates should be duly certified by the concerned candidate and endorsed by the consulting firm's authorized person with office stamp.
23.1 Public Opening of Financial Proposals (for QCBS, FBS and LCS methods)	An online option of the opening of the Financial Proposals is offered: Yesor No y'
23.1 and 23.2 Public Opening of Financial Proposals (for QCBS, FBS and LCS methods)	The Client will read aloud only overall technical scores.
26.1 Conversion to Single Currency	Not Applicable The single currency for the conversion of all prices expressed in various currencies into a single one is indicate local currency or fully convertible foreign currency]
27.1 Combined Quality and Cost Evaluation	Not Applicable The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.
a. QCBS	The formula for determining the financial scores (Sf) of all other Proposals is

	माह प्रिंग्रासिय प्रसार के स्थान		
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only]	calculated as following:		
	Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" is the price of the proposal under consideration.		
	The weights given to the Technical (T) and Financial (P) Proposals are: 1 = [Insert weight:], and P = [Insert weight:]		
	Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.		
	D. Negotiations and Award		
28.1 Negotiations	Expected date and address for contract negotiations: Date:13-03-2023 (29 th Fagun,2079) Address: Kalaiya SubpMetripolitan City, Kaliya, Bara		
30.4 Award of Contract	Expected date for the commencement of the Services: A. Date:_15-03-2023 (1 st Chaitra,2079) at: Kalaiya Sub-Metropolitan City, Bara B. Date:_ 15-03-2023 (1 st Chaitra,2079) at: Baragadhi Rural Municipality, Bara		
31.1 Request for Information/ Complaints	The Applicant shall fumish a cash amount or a bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law with an amount of 0.50 % of the estimate.		
33.2 Conduct of Consultants	A list of blacklisted firms is available at the PPMO's website <u>http://www.ppmo.gov.np</u>		

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1.1 FT . #12

Table no.: 01-ITC -Evaluation Criteria

RFP Evaluation Criteria

Local Service Provider

(Project name.: KSMC-SaMI/CS/FBS-01-2079/080)

S.No	Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals	Full Marks	Marks in sach Sub Headings	
			Marks Allocated	Marks Secured
1.	Specific experience of the Local Service Provider (as a firm) related to the assignment:	20		
	(Number of project carried out in the field of Foreign Employment/Social Mobilization/ with in 10 years)			
	At least one project related to foreign employment with one year of experience of managing Migrant Resource Centre (MRC), Providing Psychosocial Counseling to person/family related to foreign employment and managing the financial literacy activities for family related to foreign employment (100%)			
	At least one project with one year experience of managing Migrant Resource Centre or Providing Psychosocial Counseling to person/family related to foreign employment or and managing the financial literacy activities for family related to foreign employment (60%)			
	At least experience of one year of managing one project related to social mobilization. (50%)		н. Н	
1.	Adequacy of the proposed work plan and methodology in responding to the Terms of Reference:	30		
	(i) Realistic and implementable work plan and methodology-(30%)	12		
	a. Well understanding of providing information and consultation related with safer foreign employment			
	b. Realistic and implimentable plan for Proper Evaluation and mitigation of the risks related with foreign employment			
	d. proposed work plan and methodology of proper coordination with local level and district based stakeholders related with foreign employment.		а.	
	(ii) Assurance of Monitoring and sensitivity towards gender and marginalized groups.	12		

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	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	I.T.T.		
	a. Detailing about the process and system of a program, financial monitoring & evaluation process.	1121		
	b. Role of stakeholders(local level,Technical Assistence Unit,) in the methodology and system of program, financial monitoring & evaluation process.			
	c. Clear workplan and methodology to enhance and assurance of participation of gender and marginalized group			
	(iii) Comments/response on TOR-(20%)	6]	
3	Suitability of the transfer of knowledge program or			
	training	10		
	 (i) Project related transfer of knowledge to the local governments (a) Budget (related to social issues) allocation by local 	6		
	government with facilitation of the consultant/firm/organization			
	 (b) Experience related to handover of program to government body (c) Experience and Examples related to facilitation in 			
	program replication on their own fund			
	 (ii) Good programs and plans proposed for sustainability of program (a) Good exit strategy ensuring sustainability 	4		
	Total points	60	60	

Evaluation of Key Experts- total mark 40

Position	Marks	Evaluation criteria and marks %				Remark
	allocated	General qualification	Work experience and related training	Work experience in similar terrain	Proposed female candidate	
Programme Coordinator	10	30%	60%	10%		a C
Finance & Admin Officer	8	30%	60%	10%		minimum required perience and training n given in ToR
MRC Counselor (2 candidates)	8	30%	60%	10%	At leat one should be	
Psychosocial Counselors (2 candidates)	7	77.14%		10%	female 12.86% Female candidates will be preferred	eer ex
Financial Literacy Facilitator (2 candidates)	7 40	20% 60%		10%	10% Female candidates will	The detail qualification, has b
Total Mark			ana na amin'ny sora		be preferred	σ

Section 3. Technical Proposal - Standard Forms

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

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

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To: [Name and address of Client]

Dear Sirs:

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

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

OR

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be blacklisted by the PPMO.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3 and we have not been punished for an offense relating to the concerned profession or business
- (d) We meet the eligibility requirements as stated in ITC 6.




- (e) Neither we, nor our JV/associate partners/arsubaconsultants or any of the proposed experts prepared the TOR for this consulting assignment.
- (f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (h) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: ______ Name and Title of Signatory: ______ Name of Consultant (company's name or JV's name): In the capacity of:

Address:

Contact information (phone and e-mail):

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



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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 Subconsultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

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

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last 7 (Seven) years.

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



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

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

Consultant's Name:



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

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

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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



TELEVISION

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

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

{Suggested structure of your Technical Proposal:

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing}
- a) <u>Technical Approach and Methodology.</u>{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output.<u>Please do not repeat/copy the TORs in here.</u>}
- b) <u>Work Plan.</u>{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) <u>Organization and Staffing.</u>{Please describe the structure and composition of your team, including the list of the Key Experts and relevant technical and administrative support staff.}



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WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D)						M	lonth	s				the chapter of the
	Denverables (D)	1	2	3	4	5	6	7	8	9		n	TOTAL
D- 1	{e.g., Deliverable #1: Report A						2						
	1) data collection	- service	1	1	A	4.5.7	the second	1	And and	1.1.1	and the second	Tarias a	And the second s
	2) drafting	1		1817	-					1.1			
	3) inception report	1999					and the second s					3	
	4) incorporating comments					1							
	5)												<u></u>
	 6) delivery of final report to Client} 												
					-	-							
D- 2	{e.g., Deliverable #2:}						-						aran Narra
										1			
n													- Contraction of the second

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.



3-10

FORM TECH-6

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

)) H		COMPANY CONTROL AND	INCINI - AINL	U NEY EX	PER N				
ů	Name, Nationality and DOB	Expert's TECH-5)	s inpu (i	it (in pers	Expert's input (in person/month) per each Deliverable (listed in TECH-5)	per each I	Deliverabl	e (listed i	Total time-i (in Months)	Total time-input (in Months)	t	
		Positio		D-1	D-2	D-3		 	Home	Field	Total	
KEY	KEY EXPERTS											
Inte	International										T	
K-1	{e.g., Mr. Abbbb, PAK, 15.06.1954}	[Team Leader]	[Home] [Field]	[2 month]	[1 0]	[1.0]				Π		
K-2						2						
K-3		-										
National	onal											
												- 00-
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											F.13	
								Subtotal				
NON	NON-KEY EXPERTS ((Not Applicable)	cable)									Ų
N-1			[Home] [Field]							Π	•	् मुख
N-2												USU USU
1-												
c											T	গীয
					~							अधिकृ
				•								त



Full time input Part time input







CURRICULUM VITAE (CV)

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

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

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

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

Membership in Professional Associations and Publications:

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





Adequacy for the Assignment:

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

Certification:

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

(i) This CV correctly describes my qualifications and experience

(ii) I amnot a current employee of the GoN

(iii) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in Form TECH 6 provided team mobilization takes place within the validity of this proposal.

(iv) I was not part of the team who wrote the terms of reference for this consulting services assignment

(v) I am not currently debarred by a multilateral development bank (In case of DP funded project]

(vi) I certify that I have been informed by the firm that it is including my CV in the Proposal for the {name of project and contract}. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.

(vii) I declare that Corruption Case is not filed against me.

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

		Date:
[Signature of expert]	ί. Έ	Day/Month/Year
		Date:
[Signature of authorized representati	ve of the firm]	Day/Month/Year

Full name of authorized representative:

Note: Please add an additional sheet for the detail training received by condicdate (please mention the training name, duration and date, year and name of training organizer)



Section 4. Financial Proposal - Standard Forms

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{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
- FIN-4 Other Expenses, Provisional Sums



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FORM FIN-1 * Souther of the second se

Municipality, xx-xx-2022

To: Municipality, District

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}, excluding Value Added Tax (VAT) *Clause 25.2 in the Data Sheet*.{Please note that all amounts shall be the same as in Form FIN-2}.

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

Commissions, gratuities or fees paid or to be paid by us to an agent or any other party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

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

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

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

We remain,

Yours sincerely,

Authorized Signature {In full}: ______ Name and Title of Signatory: _____



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In the capacity of:	State Shine
Address;	

{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.}



		1.		1	T		T	T	T	100	Tranet Oast	1 31		, प्रमुरा-प्रशासकीय अधिकृत
		16.4 of the Data Sheet mns which are not	{Insert Local Currency, if used and/or required (16.4 Data	Shootl								2. c.	3	
	Cost	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet . Payments will be made in the currency(ies) expressed. Delete columns which are not used.}	{Insert Foreign Currency # 3, if used}											
FIN-2 SUMMARY OF COSTS		the proposed Costs in a nade in the currency(ies)	{Insert Foreign Currency # 2, if used}											
FORM FIN-2 SUMM		{Consultant must state Payments will be n used.}	{Insert Foreign Currency # 1}											
		ltem		Competitive Components	Remuneration, Key Experts	Remuneration, Non-Key Experts	Reimbursable Expenses	Sub-Total	Non-Competitive Components	Provisional Sums	Sub-Total	Total Cost of the Financial Proposal ²	Value Added Tax (VAT)	Should match the amount in Form FIN-1

7-+

		Mationali		Person- month	Time Input in Person/Mont	ç.a			
	Name	ty	Currenc	Remunerati on Rate (Home)	h (from TECH- 6) (Home)	{Currency	{Currency	{Currency 3- as in	{Local Currency-
5 m 10			Y	Person- month	Time Input in Person/Mont	FIN-2}	FIN-2	FIN-2}	as in FIN- 2}
and the second	Position (as in TECH-6)	Fim		Remunerati on Rate (Field)	h (from TECH- 6) (Field)				
-	KEY EXPERTS (International) ⁴ (not applicable)	ial) ⁴ (not ap	plicable)						
	And shared								1
-									
and the second									
		Sub-Total Costs	Costs						
	KEY EXPERTS (National)								•
-									107
the second									•
1000									4. 2
		Sub-Total Costs	Costs						60
1 1	Total Costs: Key Experts (Internat	Experts (Int	emational	tional and National)					A
-	NON-KEY EXPERTS/SUPPORT STAFF	ORT STAFF							and To
1									
1.1									

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TOTAL COSTS: KEY AND NON-KEY EXPERTS/SUPPORT STAFF

CONSULTANT'S REPRESENTATIONS REGARDING COSTS AND CHARGES (EXPANDED FORM TO FIN-3B-QBS)- NO A

(EXPRESSED IN [INSERT NAME OF CURRENCY*])

			1	Sec. 3.	1.17	314	A. A. L.	E are			
8	Propos Rat Wo Month/					òo	0.2				
7	Proposed Fixed Rate per Working Month/Day/Hour										
9	Away from Home Office Allowance										
5	Profit ²									T	
4	Subtotal										ch currency
e	Overhea										one for ea
2	Social Charges										nal table(s)
1	Basic Remuneration Rate per Working Month/Day/Yea r										* If more than one currency is used, use additional table(s) one for each currency 1 Expressed as percentage of 1
iai iio	Position	Office					Country				* If more than one currency is used 1 Expressed as percentage of 1
Leinora L	Name	Home Office					Client s Country				If more than c Expressed



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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:



5-1

FORM FIN-4: EXISTING PALIKA BUDGET कलैया उपमहानगरपालिका बारा _{बजेट}

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अवधी महिना)	×	×. >>	~			~	8			۶		۶
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7	तलब तथा सुविधा मनोसमाजिक परामर्श कर्ता/ तलब, दुर्घना बीमा,स्वास्थ्य बीमा, चाडपर्व तथा विदा सुविधा,आदी खर्च समेत)	तलब तथा सुविधा आप्रवासी स्रोतकेन्द्र कर्मचारी <i>(कार्यक्रम संयोजक १ जना</i> , वित तथा प्रशासन अप्रिकृत १ जना र आप्रवासी स्रोत केन्द्र परामर्शकर्ता २ जना गरी जम्मा ४ जनाको तलब, दुर्घना बीमा,स्वास्थ्य बीमा, चाउपर्व तथा बिदा सुविद्या,आदी खर्च समेत)	तलब तथा सुविधा वीतिय साक्षारता सहजकर्ता / तलब, दुर्घना बीमा,स्वास्थ्य बीमा, चाडपर्व तथा विदा सुविधा,आदी खर्च समेत)	सामी परियोजना कार्यान्वयनका लागि स्थानिय सरकारको पदाधिकारीसँग समन्वय वैठक	स्थानिय सरकार परियोजना व्यवस्थापन समितिको बैठक	आप्रवासी सोत केन्द्रको कार्यालय संचालन /कर्मचारी भ्रमण खर्च/शिरोभार खर्च (कार्यलय भाडा, बैठक तथा अतिथी सत्कार, सचार, सरसफाई बास तथा हैनिक भ्रमण खर्च, मर्मत संभार, ऐभागत ढायित्व बीमा, शिरोभार खर्च)	रिटनीं स्यमसेवक परिचालन	जिल्ला भित्र सामी परियोजनाको अर्घ बार्षिक तथा बार्षिक समीक्षा	रोजगार सेवाकेन्द्रसँगको सहकार्य	स्थानिय आप्रवासी कामदारहरुको संजाल सदस्यहरुको बैठक तथा पैरवी	सरोकारवालाहरूसँगको अन्तरकृया तथा अभिमुधिकरण कार्यकम (प्रहरी/पत्रकार/मिडिया परिचालन/स्थानिय जनप्रतिनिधि/स्थानिय तहको बिषयगत शाखा जस्तै स्वास्थ्य शाखाका सदस्यहरु /स्थानिय तहमा मनोसमाजिक बिषयको दिगोपन/समुदायको अगुवाहरुलाई आप्रवासनको असर तथा प्रभाव.कामदारलाई सामाजिक बहिष्करण र प्रभाव न्यनिकरण)	मनोसमाजिक परामर्श संचालन खर्च <i>(समूह बैठक,व्यक्तिगत परामर्श सेवा</i> खर्च, तालिम समाग्री,यातायात, बास, दैनिक भ्रमण खर्च, संचार, कार्यक्रम
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Section 6. Corrupt and Fraudulent Practices

["<u>Notes to the Client</u>": The following text is for GoN funded assignment and shall not be modified. In case DP funded project use DP's policy on corrupt and fraudulent practices]

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

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

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Section 7. Terms of Reference

For

Selection of Local Service Provider

Safer Migration Programme Terms of References

1.

Introduction: Foreign employment has been a major means of livelihood in Nepal. This has played a significance role in the poverty reduction. The remittances from foreign employment have contributed to the family and aggregate economic indicators to balance the economy. It has become one of the basic sources for foreign currency and thus contributing to sustain economy. However, the foreign employment has been facing various problems in Nepal. The workers and their families have not been receiving proper attention and help in getting the advantages from the state. The migrant workers have been suffering from exploitation, fraud and deceiving cases. This has created a social cost to the family and nation. Hence, due to this condition the Local Governments (LGs) want to address the issues and problems of foreign employment and migrant workers at the local level.

This Safer Migration (SaMi) Programme is joint effort of Government of Nepal and Government of Switzerland. The project was piloted in Khotang and Sarlahi districts in 2011. Later it was extended in 20 districts including Kathmandu. The project is owned by ministry of Labour. Employment and Social Security (MoLESS) and implemented jointly by Helvetas Swiss Cooperation and the ministry. The third phase of the project was up to fiscal year 2078/79 (BS) but due to the Covid-19 pandemic it is further extended up to Fiscal year 2080/2081. Hence, under this arrangement, this consulting service is being taken to enhance capacity of the LGs to address the issues and problems of foreign employment and migrant workers of Nepal.

- 2. Objectives of the assignment: The following are the major objectives of the assignment:
 - To provide access to the information about the safety in the foreign employment for all the persons who wish to go in foreign employment of the concerned LGs
 - To provide legal services for the migrated workers who has been exploited and fraud regarding foreign employment
 - To provide social cooperation to the workers and their families who has been suffered from foreign employment
 - To provide required skills to increase savings and management of remittances received by the workers in foreign employment
 - To provide required skills and evidence for the migration right workers for proper policy dialogue
 - To develop the mechanism to provide skills and training in foreign employment.
 - To help in providing effective safer migration services through the migration service centers

3. *Scope of the Assignment:* The scope of work the consultant need to assist carrying out the following duty to the concerned LGs:

• Review of literature about the safer migration documents and related reports, laws etc.

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- Meetings with the concerned officials of LGs about the work-related officials
- Inception reports about the ToR implementation methods and time frames
- Major work:
- Establishment of offices in proper place with related furniture and furnishings etc: recruitment of volunteers and related staffs as per the given selection criteria; prepare result-oriented job descriptions of staffs and their orientation and training: Performance agreement.
- Management of access to information and manage the migrant's resource center: provide information and print distribute the information sheet; group and individual consulting through resource center; follow up for migrants; volunteer selection. orientation and mobilization; orientation in the community related to the safer foreign employment; information transmission related to safer foreign employment through local communication; Interaction with journalists, security agencies regarding safer foreign employment; Coordination with stakeholders, coordinate with other LGs in district.
- Psychosocial consulting program-individual and groups; identify the family members having tensions due to the foreign employment; psychosocial consulting for family members and groups
- Financial Literacy program: identify the women and formation of their groups receiving the remittances: running of consulting classes regarding financial literacy and psychosocial.
- Protection of migrants' rights protection and expansion: Network formation: Capacity development of network; Network mobilization,
- Coordination and Monitoring: Meetings with LGs program management committee and coordination committee: coordination meetings with migrant's resource center; Monitoring and reporting management.
- Support and facilitate the victims of FE for justice. Facilitate the potential migrant worker to link with skill training.
- This EoI is for Kalaiya Sub-Metropolitan City and Baragadhi Rural Municipality but the selected consultant should coordinate, support and facilitate to other two LGs (Jeetpursimara Sub-Metropolitan City, and Simraungadh Municipality of Bara) in implementation of the SaMi Programme and in reporting, capacity building of staffs, monitoring of programme and in staffs mobilization.
- Approach and Methodology: The consultant service provider should have the following approach and adopt methodology for this assignment
 - The consultant should be familiar with the relevant act, regulation reports and academic as well as impact studies regarding the safer migration and foreign employment
- The data collected during the assignment period should be updated and



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the problems/ issues as well as reformation as the sound be listed and updated and handover to the LGs after the assignment is completed.

- The consultant should be in regular contact and coordinate with the ministry, foreign employment department and board, Safer Migration Programme (SaMi) and the concerned LGs.
- 4. Availability of basic data and reports relating to the assignment: The consultant will be made available the reports/ data of previous service provider who worked in LG in previous years. The relevant information can be obtained from the concerned LGs.
- 5. Transfer of knowledge or skills: The consultant need to conduct meetings at LG in every month. All the information and publication should be made available to the SaMi officials and LGs officials as per the need.
- 6. **Training of Officials**: The consultant should provide training / orientation in the relevant areas to its own staffs working with them. Similarly, the consultant needs to orient the LGs and SaMi's officials at regular intervals as requested by the officials.
- 7. Duration of assignment: The duration of this assignment is from FY 2079-80 to 2080-81 based on the fund availability. In addition, based on the satisfactory performance of the service provider time extension will be made as per the procurement law of Nepal.

8. Qualification and Experience of Key Staffs / Firms:

(a) Firm Experience:

- Should produce letter for commitment for good governance and principles of GESI and have staffs and executive board as social inclusion,
- Should produce the evidence of organizations general assembly and meeting of executive committee and have rules for financial, administrative and human resources
- Capacity to prepare plan and budget, program implementation, monitoring, coordination and report preparation .
- Experience relating to social mobilization, human rights, good governance, human trafficking, Safer Migration/Foreign employment empowerment of backward and marginalized groups
- (b) Qualification and Experience, time periods and main responsibilities of Key Staffs : The consultant should provide the qualification and experience of the staffs of the firm

S.N o	Position (Key Experts)	Qualification and Experience	Required Man months	Main Responsibilities
1	Program Coordinator (One)	At least Bachelor's Degree in humanities, management, law and related subjects, At least 5 years' experience in program	20 Months	 Program and budget and workplan preparation and implementation Coordinate and assist in the survey, study and research relating to safer migration Prepare capacity development plan and regular supervision of staff's functions and responsibilities



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		implementation, At lease years or more as the program officer work experience, Priority should be given who worked in the area of foreign employment Participated in training in related work		 Coordinate with LGs and SAMI officials Management of all the works mentioned in the scope of works Support in four Local government (LGs) where the SaMi is being implemented in Bara Coordinated other LGs in district and advocate to work in Safer migration sector
2	Accounts and Admin Officer (One)	At least Bachelor's Degree in business administration, management and related degrees. Experience at least 2-3 years as accounts officer in public sector offices or in NGOs /INGOs Participated in training in related work	20 Months	 Perform all the financial management functions, such as budgeting accounting, expenditure, reporting Procurement, internation control system and auditing related functions logistics management and administration related functions
3	MRC Counselor (Two, one should be female)	At-least 10+2 / proficiency certificate in any academic discipline Have experience of at least 3 years as the social mobilization, Have knowledge of local language Women candidate/s will be preferred Having degree of Law subject will be an added advantage Having transment related work	20 Months	 Advise and provide information related to foreign employment to all the citizens who come to DAO for passpor Recommend all the possible migrant workers for skill training Cooperate the migrant workers related issues such as rescue, corpse management, claims and frauds and medical fails management Keep online records of stakeholders Coordination with DAO, Employment Service Center, national partnership institutions and other



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4	Psychosoc ial Counselor (2, one for kalaiya SMC and one for Baragadhi Rural municipality)	For who has worked in SaMi project and completed six month Psychosocial Training- At least Proficiency Certificates / 10+2 and having 6 months Psychosocial training and work experience in sector of Safer Migration.For New-who has not worked in SaMi Project- Having degree relating to staff nurse, Health Assistant, public health, sociology B.Ed in Health, Diploma in Counseling .Having work experience in Psychosocial Counseling and Women candidate/swill be preferred.	20 Months	 Identify the households that have the workers in foreign employment who needs psycho- social counseling Provide psycho-social counseling for the family members of the workers of foreign employment Conduct group discussion and help in developing skills for encountering the allegations to the affected peoples Provide psycho-social advice to prevent suicide taking into account the family members having depression and related symptoms Help to the peoples having psycho-social problems to contact the institutions due to foreign employment
5	Financial Literacy Facilitator (2 one for kalaiya SMC and one for Baragadhi Rural municipality)	 At least proficiency certificate or 10 +2 pass Having experience of at least 2 years in teaching in adult education or literacy / financial literacy Individuals working in the safe foreign employment will be given preference Female candidate will be preferred 		 Lead and mobilize the whole activities to be implemented in the community as per the annual plan and budget Facilitate between migrant's resource center and the community Facilitation with financial literacy and psycho-social facilitators at the community level Prepare monitoring progress reports Employees capacity development Collect / Assist in the data



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	Returnee Volunteer (Partial) (6 , Three for kalaiya SMC and three for Baragadhi Rural municipality) (No Marks are allotted, but need to submit the CVs)	 At least 10 class pass Experience of at least 1 year in foreign employment (Gulf Countries or Malaysia) Preference will be given for work in safer foreign employment / migration 	20 Months	 safer migration Coordinate / co-work stakeholders with program cooperation unit and LGs Selection of targeted participants from community meetings Household meetings and monitoring Run/ Operate result-oriented classes as per the curriculum Coordinate with the mechanism of program staffs and psycho-social advisor Meeting with potential individuals for foreign employment, returnee workers or their families and disseminate about the safer foreign employment and refer them to the migrant resource center Refer the possible migrant workers to migrant resource center for additional information about skill training Cooperate the migrant workers related issues such as rescue, corpse management, claims and frauds and medical fails management and refer to the migrant resource center for necessary help

- 9. Facilities to be provided by the clients: The consultants will be stationed at the proper place for the office. LGs and program support unit will coordinate and cooperate the consultant to perform the work as per the agreement. All the office management, furnitures, equipments and office running expenses shall be borne by the consultant under the programme.
- 10. Reporting Requirements:
 - 1. Inception report: Within 10 days after signing of the agreement.
 - 2. Monthly Report: Within 7 days after completion of every month



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- Final Report: as per requirement. 2003
 Final Report: Within 7 days after completion of the assignment after incorporating the feedbacks/ suggestions from the clients (LGs and Program Support Unit (SaMi))
- 5. The report data should to be uploaded on SaMi database system.
- 11. Deliverables: The consultant at the completion of the assignment should deliver the following :
 - 1. All the reports as mentioned in clause 10 reporting requirements
 - 2. Reports covering the all works as mentioned in scope of works of ToR
 - 3. All the collected documents, reports, audio-visual materials, statistics





Section 8. Conditions of Contract and Contract Forms

Foreword

- 1. Part II includes standard Contract forms for Consulting Services (a Time-Based Contract).
- 2. Time-Based Contract. This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) other expenses and provisional sums using actual expenses and/or agreed unit prices. This type of contract requires the Client to closely supervise the Consultant and to be involved in the daily execution of the assignment.









STANDARD FORM OF CONTRACT

FORM OF CONTRACT FOR SAFER MIGRATION PROJECT

Consultant's Services

TIME-BASED FORM OF CONTRACT





Consultant's Services

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

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CONTRACT FOR CONSULTAN S SERVICES Time-Based

Project Name Safer Migration Project

Contract No.

between

[Name of the Client]

and

[Name of the Consultant]

Dated: _____

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I.Form of Contract



TIME-BASED

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

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

WHEREAS

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

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



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NOW THEREFORE the parties hereto Neteby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (C) Appendices: : [Note: If any of these Appendices are not used, the words "Not Used" should be inserted next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]

Appendix A: Terms of Reference Appendix B: Key Experts Appendix C: Cost Estimates in Foreign Currency Appendix D: Cost Estimates in Local Currency Appendix E: Form of Advance Payments Guarantee [Use only for donor-funded projects. Specify "Not Applicable" for GoN funded projects] Appendix F: Medical Certificate Appendix G: Minute of Negotiation Meetings

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C; Appendix D; Appendix E; Appendix F and Appendix G.

. 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]



1.Form of Contract



[Authorized Representative of the Consultant – name and signature]

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

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

[Name of member]

[Authorized Representative]

[Name of member]

[Authorized Representative]

[add signature blocks for each member]







II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

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

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





- (m) "Government" means means vernment of Nepal (GoN).
- (n) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- "Local Currency" means the currency of Nepal (NPR). (p)
- "Non-Key Expert(s)" means an individual professional provided (q) by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- "Party" means the Client or the Consultant, as the case may be, (r) and "Parties" means both of them.
- "SCC" means the Special Conditions of Contract by which the (s) GCC may be amended or supplemented but not over-written.
- "Services" means the work to be performed by the Consultant (t) pursuant to this Contract, as described in Appendix A hereto.
- "Sub-consultants" means an entity to whom/which the (u) Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- "Third Party" means any person or entity other than the (v) Government, the Client, the Consultant or a Sub-consultant.
- Nothing contained herein shall be construed as establishing a 2.1. 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 Subconsultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- This Contract, its meaning and interpretation, and the relation 3. Law Governing 3.1. between the Parties shall be governed by the Applicable Law of Contract Nepal.
- This Contract has been executed in the English language. 4. Language 4.1. which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

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2. Relationship between the Parties

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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.
- Authority of Member in Charge
 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. Authorized Representatives
 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.
- 10. Corrupt and Fraudulent Practices

10.1 The GoN/DP requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in Attachment 1 to the GCC.

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

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. Effectiveness of

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



Contract

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

- 12. Termination of Contract for Failure to Become Effective
 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than thirty (30) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- **13. Commencement** of Services 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
- 14. Expiration of Contract
 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC or such other time period as the Parties may agree in writing.
- **15. Entire Agreement 15.1.** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations
 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 17. Force Majeure
 - a. 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

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failure to make any payment required hereunder.

b. No Breach of Contract 17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

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

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

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

d Extension of Time (EoT)

17.8. The Consultant shall submit an application alongwith the revised work schedule, insurance and advance bank guarantee, if any, to the Client for extension of time, stating the causes for delay with supporting evidence atleast Twenty-One (21) calendar days before the expiry of the Contract completion date. The approval of EoT shall be subject to verification by the Client, whether:

- (a) the facilities / services that is to be made available to the Consultants by the Client as per the provisions of the contract agreement is provided or not.
- (b) the delay in work is due to custody of the documents by the authorized agencies for the purpose of investigation as per section 67 (ka) of the public procurement act.
- (c) the conditions of work are that it could not be done as per the agreement due to the circumstances beyond the control of the consultant or calamities.

17.9. While examining the conditions as per 17.8, if it was found that the conditions doesnot prevail but the works as per the works cannot be completed in time, the proposal approving authority can extend the time with liquidated damages upto its maximum period as per the public procurement rules about the liquidated damages.

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17.10. The proposal approving authority should approve the proposal within the period of contract agreement. The approving authority should report such time extension to higher authority.

17.11. If the extension is not made by the proposal approving authority as per clause 17.13, then the consultants can submit the application to the immediate higher authority for the decision within seven (7) days after the expiry of the contract period.

Such authority after investigation about the reasons of application should decide about the time extension within 15 (Fifteen) days after receipt of the application.

17.12. Contract shall be extended if the contract cannot be executed due to the Force Majeure, Client could not provide the matters that required by the consultant or other reasonable reaons.

17.13 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.

17.14. 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.
- 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)



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

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- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 52.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

(f) If the Consultant fails to furnish the professional liability insurance within 30 days from the date of signing of the contract agreement.

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

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

(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 52.1 within forty-five (45) calendar days after receiving written notice from the

b. By the Consultant



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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.

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- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 52.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 23, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 26, and (iv) any right which a Party may have under the Applicable Law.

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

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

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

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c. Cessation of Rights and Obligations

d. Cessation of Services

e. Payment upon Termination



C. OBLIGATIONS DET HE CONSULTANT

20. General

a.

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

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

20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

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

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

21.1 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.

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to

b. Law Applicable to Services

- 21. Conflict of Interests
 - a. Consultant Not to Benefit from



Commissions, Discounts, etc.

- b. Consultant and Affiliates Not to Engage in Certain Activities
- c. Prohibition of Conflicting Activities

- d. Strict Duty to Disclose Conflicting Activities
- 22. Conduct of Consultants

Clause GCC 241-3, the Consultant shall not accept for its own benefit any trade some nission, 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.

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

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

21.1.4 The Consultant shall not engage, and shall cause their Personnel as well as its Sub-consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:

- a. during the term of this Contract, any business or professional activities in Nepal which would conflict with the activities assigned to them under this Contract; and
- b. after the termination of this Contract, such other activities as may be specified in the SCC

21.1.5 The Consultant has an obligation and shall ensure that its Personnel and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the termination of its Contract.

- 22.1 The Consultant shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, RFP documents and GoN's Procurement Act and Regulations.
- 22.2 The consultant shall not carry out or cause to carryout the following acts with an intention to influence the implementation of the procurement process or the contract agreement :
 - (i) give or propose improper inducement directly or indirectly,





o han (ii) distortion or misrepresentation of facts

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(iii) engaging or being involved in corrupt or fraudulent practice

- participation of other prospective (iv) interference in consultants.
- (v) coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,
- (vi) collusive practice among consultants before or after submission of proposals for distribution of works among consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price.
- (vii)contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to then notification of award of contract

23.1 The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary of confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

Subject to additional provisions, if any, set forth in the 24.1 SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

The Consultant (i) shall take out and maintain, and 25.1 shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid

25.2 The Consultant shall take out and maintain professional liability insurance within 30 days of signing of the contract agreement.

The Consultant shall keep, and shall make all reasonable 26.1 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.

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24. Liability of the Consultant

25. Insurance to be Taken out by the Consultant

26. Accounting, Inspection and Auditing





within the time periods set forth in the said Appendix.

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26.2. The Consultant Shall permit and shall cause its Subconsultants to permit, the Client/DP and/or persons appointed by the Client/DP to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client/DP if requested by the Client/DP. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Client/DP's inspection and audit rights provided for under this Clause GCC 26.2 constitute a prohibited practice subject to contract termination.

27. Reporting 27.1 The Consultant shall submit to the Client the reports and documents specified in Appendix A, in the form, in the numbers and

28. Proprietary Rights of the Client in Reports and Records

28.1 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.

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

29.1 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 in possession of such equipment, vehicles and materials in accordance by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

29.2 Any equipment or materials brought by the Consultant or its







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Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

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

30.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in Appendix B may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 42.2.

30.3 If additional work is required beyond the scope of the Services specified in Appendix A, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 42.1, the Parties shall sign a Contract amendment.

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

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

32.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within thirty (30) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.

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

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31. Replacement of Key Experts

32. Approval of Additional Key Experts

33. Removal of Experts or Sub-consultants





request, provide amplagement.

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

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

34. Replacement/ Removal of Experts – Impact on Payments

34.1 Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

35. Working Hours, Overtime, Leave, etc.

35.1 Working hours and holidays for Experts are set forth in Appendix B. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in Appendix B.

35.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix B, and the Consultant's remuneration shall be deemed to cover these items

35.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. OBLIGATIONS OF THE CLIENT

36. Assistance and Exemptions

36.1 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



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Experts and their aligible dependents

- (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Consultant any such other assistance as may be specified in the SCC.
- act 37.1 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.

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

39.1 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.

39.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in

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37. Access to Project Site

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

39. Services, Facilities and Property of the Client



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Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 42.3.

40. Counterpart Personnel

40.1 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**.

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

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

41. Payment Obligation

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

F. PAYMENTS TO THE CONSULTANT

42. Ceiling Amount

42.1 An estimate of the cost of the Services payable in foreign currency is set forth in Appendix C. An estimate of the cost of the Services payable in local currency is set forth in Appendix D.

42.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC. The Consultant shall notify the Client as soon as cumulative charges incurred for the Services have reached eighty (80) percent of either of these ceilings.

42.3 For any payments in excess of the ceilings specified in GCC42.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

43. Remuneration and Other Expenses. 43.1 The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each



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Provisional Sums and Contingency Expert, In the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) other expenses, provisional sums that are actually and reasonably incurred by the Consultant in the performance of the Services.

43.2 All payments shall be at the rates set forth in Appendix C and Appendix D.

43.3 Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

43.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in Appendix B, (iii) the Consultant's profit, and (iv) any other items as specified in the SCC.

43.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.

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.

- 45. Currency of Payment
- 46. Mode of Billing and Payment

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

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

- (a) <u>Advance payment</u>. Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the SCC. An advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective thirty (30) days after the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix E, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.
- (b) <u>The Itemized Invoices</u> As soon as practicable and not later than fifteen (15) days after the end of each calendar month



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during the period of the bervices, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 45 and GCC 46 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.

- (c) The Client shall pay the Consultant's invoices less retention money within thirty (30) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.
- The Final Payment . The final payment under this Clause shall be (d) made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory forty-five (45) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such forty-five (45) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within ninety (90) days after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.
- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

47. Retention

47.1. The Client shall retain from each payment due to the Consultant the proportion stated in the SCC until Completion of the

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whole of the Work

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

48. Interest on Delayed Payments

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

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

G. FAIRNESS AND GOOD FAITH

50. Good Faith

49. Liquidated

Damages

50.1 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

51. Amicable Settlement

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

52. Dispute Resolution

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





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I. BLACKLISTING

53. Blacklisting

53.1 Without prejudice to any other right of the Client under this Contract, Public Procurement Monitoring Office may blacklist a Consultant for his conduct up to three years on the following grounds and seriousness of the act committed by the consultant.

- a) if it is proved that the consultant committed acts pursuant to GCC 22..2,
- b) if the Consultant fails to sign an agreement pursuant to Information to Consultants Clause29.3,
- c) if it is proved later that the Consultant has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract,
- d) if convicted by a court of law in a criminal offence which disqualifies the consultant from participating in the assignment.
- e) if it is proved that the contract agreement signed by the Consultant was based on false or misrepresentation of consultant's qualification information,
- f) if the consultant fails to submit the professional liability insurance within the period stipulated in the contract.

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

III. Special Conditions of Contract

[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(h) Definations	Development Partner (DP) is: SDC, Government of Switzerland							
6.1 and 6.2 Communications	The addresses are: Client : Respective Rural/Municipality, Office of the Municipal Executive,							



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II. Special Conditions o	f Contract	, प्रमुख प्रशासकीय आशिए त
	Attention : Mr/s@gmail.com, E-mail (where permitted): @gmail.com, Consultant : Attention : Facsimile : E-mail (where permitted) :	
8.1 Authority of Member in Charge		consisting of more than one entity, the ddress is specified in Clause SCC6.1
9.1 Authorized Representatives	CAO	CAO or ther person designated by
12.1 Termination of Contract for Failure to Become Contract	Termination of Contract for Failure to I The time period shall be One (1) Mo months]	
13.1 Commencement of Services	Commencement of Services: The number of days shall be 10 (Ten) Confirmation of Key Experts' availat submitted to the Client in writing as a Expert.	days[e.g.: ten]. bility to start the Assignment shall be a written statement signed by each Key
14.1 Expiration of Contract	and availability of the budget. Evalu for each Fiscal Year's task as me performance, the contract with Co same ToR. The Contract may	en) months but subject to be yearly satisfactory performance of the LSP uation will be conducted by the client entioned in ToR. Upon satisfactory onsultant will be continued for the be continued /renewed beyond 16 ctory performance and availability of



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	the fund. The renewal letter should be issued by the client before expiry of the yearly contract date.
21 b. Conflict of Interest- Consultant and Affiliates not to Engage in Certain Activities	The Client reserves the right to determine whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3
21.1.4 (b) Conflict of Interest-	Not Applicable Additional Prohibition of Conflicting Activities if any
Prohibiting of Conflicting Activities	[insert Not Applicable if there are no additional prohibition activities]
24.1	No additional provisions.
Liability of the Consultant	[OR
2. 10	"Limitation of the Consultant's Liability towards the Client:
	(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:
	(i) for any indirect or consequential loss or damage; and
	(ii) for any direct loss or damage that exceeds (A) the total payments for professional fees and reimbursable expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher;
-	(b) This limitation of liability shall not
	 (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;
	(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law of the Client's country.
25.1 Insurance to be	The insurance coverage against the risks shall be as follows:

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Taken by the Consultant	[Note: Delete what is not applicable except (a)].
	(a) Professional liability insurance, with a minimum coverage of not less than the total ceiling amount of the Contract: [insert amount and currency which should be not less than the total ceiling amount of the Contract]; Contract price with VAT
	(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Nepal by the Consultant or its Experts or Sub-consultants, with a minimum coverage of "in accordance with the applicable law of Nepal";
	(c) Third Party liability insurance, with a minimum coverage of [insert amount and currency or state "in accordance with the applicable law in of Nepal"];
	(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law of Nepal, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and
	(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
28.1 Proprietary Rights od the Client in Report and Records	Not Applicable [Note: If applicable, insert any exceptions to proprietary rights provision Unchanged
28.2 Proprietary Rights od the Client in Report and Records	The Consultant shall not use these any <i>documents and software</i> for purposes unrelated to this Contract without the prior written approval of the Client.]
36.1 (a) through (f) Assistance and Exemptions	[Note: List here any changes or additions to Clause GCC 36.1. If there are no such changes or additions, delete this Clause SCC 36.1.]
36.1(g) Assistance and Exemptions	[Note: List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 36.1(f).] Unchanged



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42.2 Ceiling Amount	The ceiling in foreign currency or currencies is: Not Applicble [insert amount and currency for each currency] [indicate: inclusive or exclusive] of Value Added Tax (VAT). Not Applicable
	The ceiling in local currency is: [insert amount and currency] [indicate: inclusive or exclusive] of Value Added Tax (VAT).
	VAT chargeable in respect of this Contract for the Services provided by the Consultant shall [insert as appropriate: "be paid" or "reimbursed"] by the Client [insert as appropriate: "for" or "to"] the Consultant as per the applicable Finance Act/ VAT law.
43.3 Remuneration	Price adjustment on the remuneration apply. [insert "applies" or " does not apply"]
and Other Expenses, Provisional Sums and	[Note: If the Contract is less than 12 months, price adjustment does not apply.
Contingency	If the Contract has duration of more than 12 months, a price adjustment provision on the remuneration for foreign and/or local inflation shall be included here. The adjustment should be made every 12 months after the date of the contract for remuneration in foreign currency and – except if there is very high inflation in the Client's country, in which case more frequent adjustments should be provided for – at the same intervals for remuneration in local currency. Remuneration in foreign currency should be adjusted by using the relevant index for salaries in the country of the respective foreign currency (which normally is the country of the Consultant) and remuneration in local currency by using the corresponding index for the Client's country. A sample provision is provided below for guidance:
	{Payments for remuneration made in [foreign and/or local] currency shall be adjusted as follows:
	(1) Remuneration paid in foreign currency on the basis of the rates set forth in Appendix C shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13 th calendar month after the date of the Contract) by applying the following formula:
	$R_f = R_{fo} \times \left[0.1 + 0.9 \frac{I_f}{I_{fo}} \right]$
	where <i>R</i> _f is the adjusted remuneration; <i>R</i> _{fo} is the remuneration payable on the basis of the remuneration rates (Appendix C) in foreign currency; <i>I</i> _f is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and

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Ito is the official index for salaries in the country of t	he foreign currency
for the month of the date of the Contract.	· · · · ·

The Consultant shall state here the name, source institution; and any necessary identifying characteristics of the official index for salaries. corresponding to lt and lto in the adjustment formula for remuneration paid in foreign currency: [Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency, e.g. "Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted; U.S. Department of Labor, Bureau of Labor Statistics"

Remuneration paid in local currency pursuant to the rates set forth in (2)Appendix D shall be adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract) by applying the following formula:

$$R_l = R_{lo} \times \begin{bmatrix} 0 & 1 + 0.9 \frac{I_l}{I_{lo}} \end{bmatrix}$$

where

 $R_{\rm i}$ is the adjusted remuneration;

 R_{io} is the remuneration payable on the basis of the remuneration rates (Appendix D) in local currency;

I is the official index for salaries in the Client's country for the first month for which the adjustment is to have effect; and

 I_{lo} is the official index for salaries in the Client's country for the month of the date of the Contract.

The Client shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_l and I_{lo} in the adjustment formula for remuneration paid in local currency: [Insert the name, source institution, and necessary identifying characteristics of the index for local currency, e. g. Salary Index of Nepal Rastra Bank]

(3) Any part of the remuneration that is paid in a currency different from the currency of the official index for salaries used in the adjustment formula, shall be adjusted by a correction factor X_0X . X_0 is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the date of the contract. X is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the first day of the first month for which the adjustment is supposed to have effect.

i) The Consultant, the Sub-Consultant and the Experts are responsible 44.1 for meeting any and all tax liabilities other than Value Added Tax (VAT) Payment Obligation arising from the Contract. The currency of payment shall be the following: Nepali Rupees (NRs)

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Currency of Payment	A D D D D D D D D D D D D D D D D D D D							
46.1(a) Mode of Billing and Payment-	Not mentioned in clause 42of law .but as per this standard RFP client shall provide advance upto 20% after 30 days of contract signing.							
Advance Payment	The advance payment will be settled by the Consultant within 9 months.							
rayment	[Note : The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]							
	The following provisions shall apply to the advance payment and the advance bank payment guarantee:							
	(1) An advance payment [of [insert amount] in foreign currency] [and of [insert amount] in local currency] shall be made within [insert number] days after the Effective Date. The advance payment will be set off by the Client in equal installments against the statements for the first [insert number] months of the Services until the advance payment has been fully set off.							
	(2) The advance payment bank payment guarantee shall be in the amount and in the currency of the currency (ies) of the advance payment.							
	[Note: Advance payment provision can be included only for donor funded projects according to their guidelines. There is no provision of advance payment to consultant in the public procurement act/regulation. In case of GoN funded project, insert "Not Applicable" in place of the above text.]							
46.1(b) Mode of Billing and Payment- The itemized Invoices	The Consultant shall submit to the Client itemized statements at time intervals of "every quarter", or as per agreed time interval between client and consultant.							
46.1(e)	The accounts are:							
Mode of Billing and Payment-	for foreign currency: [insert account].							
The itemized invoice	for local currency: [insert account].							
47.1 Retention	The proportion of payments retained is:							
	Payment: payment against progress of work and actual expenditure.							

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	Final payment: final payment against work completion certificate/report within 90 days after receiving final report and invoices. [Note: Total sum of all installments shall not exceed the Contract price set up in SCC39.1.]					
48.1 Interest on Delayed Payments	The interest rate is:%					
49.1 Liquidated Damage	The liquidated damages is:% per day. The maximum amount of liquidated damages is:% of contract price					
52. Dispute Resolution	(a) Contracts with foreign consultants: Disputes shall be settled by arbitration in accordance with the following provisions:					
	 <u>Selection of Arbitrators</u>. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration pane composed of three (3) arbitrators, in accordance with the following provisions: 					
	(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings either Party may apply to [name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland] for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the lass remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, [insert the name of the same professional body as above, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.					
	(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrator shall, at the request of either Party, be appointed by [name an appropriate international appointing authority, e.g., the					

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(3	a) proceedings shall, unless otherwise agreed by the Parties, be
 5. <u>N</u>	liscellaneous. In any arbitration proceeding hereunder
(0	 the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
(0	the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or
(1	 the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or
(4	 the country of incorporation of the Consultant [Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties]; or
th a w n C	ationality and Qualifications of Arbitrators. The sole arbitrator or the hird arbitrator appointed pursuant to paragraphs 1(a) through 1(c) bove shall be an internationally recognized legal or technical expert ith extensive experience in relation to the matter in dispute and shall of be a national of the Consultant's home country [<i>Note</i> : If the consultant consists of more than one entity, add: or of the home ountry of any of their members or Parties] or of the Government's ountry. For the purposes of this Clause, "home country" means any f:
p	ubstitute Arbitrators. If for any reason an arbitrator is unable to erform his/her function, a substitute shall be appointed in the same nanner as the original arbitrator.
 pi pi In	ules of Procedure. Except as otherwise stated herein, arbitration oceedings shall be conducted in accordance with the rules of rocedure for arbitration of the United Nations Commission on ternational Trade Law (UNCITRAL) as in force on the date of this ontract.
(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 <i>[name the same appointing authority</i> <i>as in said paragraph (b)]</i> 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.
	Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.].

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held in [select a country which is neither the Client's country r the Consultant's country];
(b) the [type of language] language shall be the official language all purposes; and
(c)the decision of the sole arbitrator or of a majority of the arbitrators of the third arbitrator if there is no such majority) shall be final a binding and shall be enforceable in any court of competent jurisdicti and the Parties hereby waive any objections to or claims of immunity respect of such enforcement.
(b) Contracts with domestic consultants:
Arbitration shall be conducted in accordance with Nepal Arbitration Act 2055.



IV. Appendices





APPENDIX A - TERMS OF REFERENCE

[Note: This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations: dates for completion of various tasks: location of performance for different tasks: detailed reporting requirements: Client's input including counterpart personnel assigned by the Client to work on the Consultant seem speake tasks that require oner approval by the Client.

Insert the text based on the sector of Perms of Retenoutly) of the JTC in the REP and modified based on the Forms TEDR I through JEDR IS in the Consultant s Proposal Highlight the changes to Section 5 of the FIF in

If the Services consist of or include the supervision of civil works the following action that require prior approval of the Client shall be added to the "Reporting Requirements" section of the TORs' Taking any action under a civil works contract designating the Consultant as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required]

APPENDIX B - KEY EXPERTS

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

[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from the Client's country; public holidays etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty five (25) working (billable) days. One working (billable) day shall be not less than seven (7) working (billable) hours (total 40 hours a week).]

APPENDIX C – COST ESTIMATES IN FOREIGN CURRENCY

1.

List here cost estimates for remuneration, reimbursable and other expenses to be made in foreign currency.

{The table shall be based on [Form FIN-3] and [Form FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations.}



IV. Appendices

Time-Based

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

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:

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ß	Agreed Fixed Rate per Working Month/Day/Hour	(1)1 ³	310.							
7	Agreed Fixed Rate per Working Month/Day/Hour									
9	Away from Home Office Allowance									
5	Profit								Date	
4	Subtotal									
ς	Overhea d'									
2	Social Charges									
1	Basic Remuneration rate per Working Month/Day/Yea r					of 1 of 4	add a table			
erts	Position	Office		e Client's itry		Expressed as percentage of 1 Expressed as percentage of 4	If more than one currency, add a table			
Experts	Name	Home Office		Work in the Client's Country		Expressed a Expressed a	If more than (Signature Name and Title:	

(Expressed in finsert name of currency)*

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APPENDIX D - COST ESTIMATES IN LOCAL CURRENCY

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List here cost estimates for remuneration, reimbursable and other expenses to be made in local currency.

{The table shall be based on [Form FIN-3] and [Form FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations.



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APPENDIX E - FORM OF ADVANCE PAYMENTS GUARANTEE

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[See Clause GCC 46.1 (a)]

Bank Guarantee for Advance Payment

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

Beneficiary: _____ [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 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 has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has field to repay.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at

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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 Chent.

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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.

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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 Chent 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."